



ASSUMPTION OF RISK, WAIVER AND RELEASE BY NON-MEMBER ADULTS AND CHILDREN PARTICIPATING IN TENNIS LESSONS, CLINICS, CAMPS AND/OR AFTER SCHOOL PROGRAMS AT MARIN TENNIS CLUB

By signing this form, the signer acknowledges that he/she understands that participation in activities at the Marin Tennis Club ("MTC") involves inherent risks which may cause personal injury, sickness, disease, death, property damage or other loss. As a condition of being allowed to use MTC facilities or participate in MTC activities, the signer accepts and assumes complete responsibility for all such risks and waives any and all claims he/she may have, now or in the future, against MTC or any of its Members, Directors, Officers, volunteers, employees, agents or representatives, for any and all personal injury, sickness, disease, death, property damage or other loss arising out of or in connection with the use of the MTC clubhouse, tennis courts, swimming pool, or any other MTC facilities, or participation in any MTC activities, notwithstanding that the same may have been contributed to or caused by negligent, careless or reckless acts or omissions of MTC or its Members, Directors, Officers, volunteers, employees, agents or representatives.

The signer releases MTC and all of its Members, Directors, Officers, volunteers, employees, agents and representatives from and against all demands, claims, actions, damages, costs and expenses, with respect to any injury, sickness, disease, death, property damage or other loss, whether such claim arises by contract, by tort, in equity or by reason of breach of a legal or statutory duty, arising out of or in connection with the use of MTC facilities or participation in MTC activities, notwithstanding that the same may have been contributed to or caused by negligent, careless or reckless acts or omissions of MTC or its Members, Directors, Officers, volunteers, employees, agents or representatives. The signer acknowledges that he/she is aware of the provisions of Section 1542 of the California Civil Code, which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. As a further condition of being allowed to use MTC facilities or participate in MTC activities, the signer waives any and all rights he/she may have under Section 1542 of the California Civil Code with respect to the demands, claims, actions, damages, costs and expenses described herein.

NAME of PARTICIPANT(s)	
NAME of PARENT or GUARDIAN if under 18	
EMAIL CONTACT	
PHONE CONTACT	
SIGNATURE (PARENT or GUARDIAN if under 18)	
DATE	

Please complete all fields legibly, thank you!