

THRIVE THROUGH TENNIS FOUNDATION VOLUNTEER WAIVER and RELEASE

By checking this box and clicking I agree, you acknowledge that you have read and understood the terms and conditions of this Registration Form and Release, are entering into this Registration Form and Release (“Release”) willingly and voluntarily, and have made a free, voluntary and informed decision to act as an uncompensated volunteer of Thrive Through Tennis Foundation (defined below). You understand that any violation of this Release or Thrive Through Tennis Foundation volunteer policies is grounds no longer permitting you to volunteer for Thrive Through Tennis and for termination of this Release. You fully understand and assume all risks by entering into this release and indemnification and by participating as a volunteer. To the extent you are a minor, your parent or legal guardian must agree to the terms and conditions of this Release on your behalf by filling out the volunteer form and agreeing to these terms by taking the action required in the form.

1. Background. Thrive Through Tennis, Inc., a nonprofit 501(c)(3) corporation (“Thrive Through Tennis”) which engages in public service and humanitarian activities that may include but are not limited to: providing tennis lessons to children with special needs and specifically working on improving hand-eye coordination and social skills; From this point forward, “I”, “me”, or “my” shall refer to you, the individual who filled out the form and indicated agreement to this Release, or the individual under 18 whose parent/legal guardian agreed to these terms on his/her behalf.

2. Waiver and Release. I, on behalf of myself and my heirs, successors, beneficiaries and assigns, release and forever discharge and hold harmless Thrive Through Tennis Foundation and its elected and appointed officials, employees, boards, commissions, agents, servants and assigns from any and all liability, claims and demands of whatever kind or nature (including attorneys’ fees), either in law or in equity, which arise or may hereafter arise from my Service associated with Thrive Through Tennis Foundation. I understand and acknowledge that this Release discharges Thrive Through Tennis Foundation from any liability or claim that I and anyone under my supervision, control or employ, may have against Thrive Through Tennis Foundation with respect to any bodily injury, personal injury, illness, disease, death or property damage that may result from my participation in the Service. I also understand that Thrive Through Tennis does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to liability, medical, health, or disability insurance in the event of injury, illness, death or property damage.

3. Medical Treatment. I hereby release and forever discharge Thrive Through Tennis Foundation from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with Thrive Through Tennis Foundation. I further authorize Thrive Through Tennis Foundation employee or agent supervising this activity to secure medical care for me in the event of injury. I promise to assume liability for payment, and hold harmless Thrive Through Tennis Foundation, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for said injury.

4. Assumption of Risk. I understand that my time with Thrive Through Tennis Foundation may include activities that are inherently hazardous. I expressly and specifically assume the risk of injury or harm in these activities and release Thrive Through Tennis Foundation from all liability for injury, illness, disease, death, or property damage resulting from the activities of my time with Thrive Through Tennis Foundation and participation in the Service, including, but not limited to, claims and damages arising in whole or in part from the negligence of Thrive Through Tennis Foundation. I understand and agree that this indemnity is an indemnity extended by me to indemnify and protect Thrive Through Tennis Foundation and/or its departments, agents, officers, servants, or employees from the consequences of the negligence of Thrive Through Tennis Foundation and/or its departments, agents, officers, servants, or employees, whether that negligence is the sole or contributing cause of the resultant injury, death, and/or damage.

5. Volunteer's Participation: I have made a voluntary and informed decision to act as an uncompensated volunteer of Thrive Through Tennis Foundation on an intermittent and part-time basis. I agree that I am not an employee or agent of Thrive Through Tennis Foundation and I am not entitled to any compensation or benefits whatsoever from Thrive Through Tennis. I agree that I am not a replacement or substitute for any Thrive Through Tennis Foundation employee. I further agree that I will not be enlisted to a paid position with Thrive Through Tennis Foundation upon completion of any Service. I agree to comply with Thrive Through Tennis's rules and policies during my performance of any Service.

6. Confidentiality: I agree to use best efforts to maintain the complete confidentiality of all of Thrive Through Tennis Foundation confidential information, including but not limited to lesson plans, curriculums, client/donor lists, contacts, and business associates, and agree to use and/or disclose same, if at all, only during the Service and in the facilitation of the Service. I acknowledge and agree that any trademarks, trade names, artwork, designs, logos, copy, lesson plans, curriculum, and all other intellectual property provided to me may be used by me solely in connection with the Service and that all rights, title, and interest in Thrive Through Tennis Foundation intellectual property is and shall remain the sole and exclusive property of Thrive Through Tennis Foundation.

7. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio. I agree that in the event that any clause or provision of this Release shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. The venue for any disputes arising out of my performance of Services and this Release shall be in State of Ohio. This Registration Form and Release constitutes the entire agreement between Thrive Through Tennis Foundation and me regarding the Service and it may not be amended or modified except in writing signed by Thrive Through Tennis Foundation and me (or my parent/guardian). No representations or warranties other than those expressly set forth in this Registration Form and Release are made or relied upon by Thrive Through Tennis Foundation or me.

8. Photographic and Media Authorization and Release: Thrive Through Tennis Foundation may, from time to time, take photos for promotional or other purposes. If I consented or agreed to be in these photos, videos, audiotapes, and/or digital images in the volunteer form that I completed, I hereby grant and convey unto Thrive Through Tennis Foundation permission to use my name, likeness, image, voice, and/or appearance in such media. I agree that Thrive Through Tennis Foundation has complete ownership of such material and can use said material for any lawful purpose, including, but not limited to, videos, publications, advertisements, news releases, websites, and any promotional or educational materials. I agree that this consent is completely voluntary and that it shall remain effective unless revoked by way of written notice to Thrive Through Tennis Foundation's President or designated representative. I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc., and that Thrive Through Tennis Foundation maintains all rights, title, and interest in any and all photographic images and video or audio recordings made by Thrive Through Tennis Foundation during my service with Thrive Through Tennis Foundation in such materials, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. As such, I release and discharge Thrive Through Tennis Foundation and its agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice, and/or appearance, including, but not limited to, any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.