

## WAIVER

In consideration of his/her participation at Active Pickleball and Tennis Center ( APTC), Participant hereby acknowledges and knowingly and voluntarily assumes any and all risks of personal injury or property damages which might be associated with tennis, pickleball, sports conditioning and fitness-related activities. Participant certifies he/she is in good physical condition, sufficient to use the facilities and participate in the program. Participant, on behalf of him/herself, his/her heirs and anyone acting on Participant's behalf, releases, discharges and holds harmless the APTC, Taylin Corp, Hemco Inc, Queens College Auxiliary Enterprises Corporation, and CUNY, City of New York and their respective officers, directors, employees and representatives (collectively, Releasees) from and against any and all claims arising, directly or indirectly, in connection with Participant's participation in the program or any event related thereto from any cause whatsoever, regardless of whether caused by the negligence of the Releasees (the Released Claims). Participant, on behalf of him/herself, his/her heirs and anyone acting on Participant's behalf, covenants and agrees not to bring or be a party to any legal action or claim against the Releasees from any reason based on any of the Released Claims.

Participant hereby authorizes any medical assistance or treatment deemed necessary in the event of any injury to Participant while participating in any activity. Participant has appropriate insurance, or, if not, Participant agrees to pay all costs of medical services incurred on his or her behalf.