



September 5 - November 27, 2023

2023 FALL PICKLEBALL JUNIOR CLINICS

PLAYER INFORMATION

Birthdate, Email, City, State, Zip, Player Name, Parent Name, Address, Cell Phone, Allergies or Medical Conditions, Emergency Contact Name, Emergency Contact #

TIMES AND RATES

Monday & Wednesday 4-5pm (ages 6-9), Monday & Wednesday 5-6pm (ages 10+), 2 clinics / \$160 Per Month (8 classes per month), Signed waiver

First payment due with registration; monthly payments charged on the 3rd of each month for the following 4-week segments. Session dates: Session 1: September 6 - Oct. 2, Session 2: Oct. 4-30, Session 3: Nov. 1-27

1ST PAYMENT DUE WITH REGISTRATION First Payment \$ START DATE

I authorize Charleston Tennis LLC to charge the below credit/debit card for payment (\$5 monthly surcharge applies) or bank account ACH draft at this time and in the future as agreed to with LTP Academy and by this registration. I understand that I must give a written 4-week notice to leave this program for any reason or I will be responsible for the next installment tuition payment. I also understand that refunds or make-ups will take place only for injury, illness, or exceptional circumstances, as determined by LTP Academy. Should it be necessary for LTP Academy or Charleston Tennis LLC to enforce the terms of this agreement or the payment terms of this agreement by and through an attorney, LTP Academy or Charleston Tennis LLC shall be entitled to collect all attorney's fees and costs expended in the enforcement of the terms of the agreement. I agree that I am the responsible party and in signing this agreement I agree to be responsible for and pay all fees associated with this program.

Signature Date

Bank Account Holder's Name

Routing Number Account Number

or Credit Card # CVV # Exp. Date

Contact: Steve Williams steve.wiliams@charlestantennisllc.com 631-356-2083 with questions or concerns.

Charleston Tennis, LLC WAIVER, INDEMNIFICATION AND LIABILITY RELEASE

Please read before signing.

In consideration of being allowed to use the tennis, exercise, and other equipment and facilities (collectively, the **“Facilities”**) of Charleston Tennis, LLC (**“Charleston Tennis”**) located at LTP Daniel Island and LTP Mt. Pleasant (collectively, the **“Facilities Sites”**), and to participate in classes, sports events, training, instruction and exercise programs and other activities held at or occurring at the Facilities Sites, including, but not limited to, those offered in connection with any program, concert, event, or other function held at or occurring at the Facilities Sites (the **“Activities”**), the undersigned acknowledges, appreciates, and agrees as follows:

1. **ASSUMPTION OF RISK.** Charleston Tennis has made no representation to me as to the suitability, condition, or safety of the Facilities or Facilities Sites or of participation in the Activities. I understand that my use of the Facilities and participation in the Activities involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses and that, while particular rules, equipment, training, instruction, and personal discipline may reduce these risks, such risks remain. These risks may result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others, or from the condition of the Facilities or Facilities Sites. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and have considered and evaluated the nature, scope, and extent of the risks involved in using the Facilities and participating in the Activities, and I voluntarily and freely choose (i) to assume these risks and agree that the Releasees (as defined below) are not liable for injuries from any of the foregoing risks and causes and (ii) to assume full responsibility for my use of the Facilities and participation in the Activities.

2. **RELEASE OF LIABILITY, INDEMNIFICATION, AND COVENANT NOT TO SUE.** I, for myself and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE Charleston Tennis, Daniel Island Associates, LLC and The Daniel Island Company, Inc and their respective parent, subsidiaries, affiliates and related entities and their respective members, managers, and principals, the City of Charleston, and the respective officers, directors, officials, agents, employees, contractors, volunteers, representatives, other participants, sponsoring agencies, sponsors and advertisers of the forgoing (collectively, **“Releasees”**), FROM AND AGAINST ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses (including without limitation all direct, special, incidental, exemplary, punitive, and consequential damages, losses of any kind and attorneys’ fees) (collectively, the **“Claims”**), however caused, that arise out of, are based upon or result from my use of the Facilities or participation in the Activities or any act, event, occurrence or omission at the Facilities Sites, including without limitation, Claims that arise out of my willful misconduct or negligent acts or omissions or the willful misconduct or negligent acts of omissions of any of the Releasees to the fullest extent permitted by law. Furthermore, and without limiting the foregoing, I agree not to initiate or prosecute (or aid any other party in prosecuting) or continue to assert or maintain any such Claim of any kind whatsoever against any of the Releasees in any court or otherwise with respect to the matters released or waived hereunder, including but not limited to any Claim under any common law, whether in law or equity, or federal, state, or local statute, ordinance or rule of law, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my use of the Facilities or participation in the Activities, and waive my right to do so. This means that I will reimburse the Releasees if anyone makes a Claim against them based on injuries, losses, or damages I may suffer. I waive my insurers’ right to make a claim against the Releasees based on payments by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation.

3. **COMPLIANCE WITH POLICIES.** I willingly agree to comply with the stated and customary terms and conditions for my use of the Facilities and participation in the Activities. If, however, I observe any unusual significant hazard in my presence or during my use of the Facilities or participation in the Activities, or I otherwise believe any conditions or equipment at the Facilities Sites to be unsafe, I will immediately (i) discontinue further use of the Facilities and participation in the Activities and (ii) bring such hazard, conditions or equipment to the attention of the nearest Charleston Tennis staff member. I agree to comply with the membership policies and rules adopted by Charleston Tennis at one or both Facilities Sites (the **“Policies”**) that may be communicated to me from time to time either in writing, through signage or verbally and acknowledge that Charleston Tennis may, in its sole discretion, modify the Policies without notice at any time. Charleston Tennis reserves the right to terminate my membership rights and privileges at the Facilities Sites immediately for my violation of the Policies, without refund or other compensation to me.

4. **AUTHORIZATION.** I hereby authorize Charleston Tennis to allow the reproduction, dissemination, and publication of my name, image, likeness, and voice (including, but not limited to, by photograph, film, and video tape recording) in connection with my use of the Facilities or my participation in any of the Activities, for media coverage, public relations, or any other purpose. I irrevocably grant Charleston Tennis and the other Releasees the right in perpetuity and throughout the world, without any expectation of compensation, to use any reproduction of my name, image, likeness and voice in any media, including, but not limited to, television, product catalogs and brochures, point-of-purchase videos and displays, and any other printed or written material in connection therewith, for the purpose of advertising, promoting, and marketing the Facilities, the Activities and the Facilities Sites, and any other purposes.

I HAVE READ THIS WAIVER, IDEMNIFICATION AND LIABILITY RELEASE. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AS OF THE DATE OF MY SIGNATURE BELOW, OR THAT I AM AUTHORIZED BY MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE ON THE AUTHORIZATION AND WAIVER BELOW.

Signature: _____ Printed Name: _____ Date: _____

Parent/Guardian Authorization and Waiver:

This is to certify that I, as the parent/guardian of the person whose name is printed above (the **“Minor”**), have the right and authority to sign this waiver, indemnification and liability release on the Minor’s behalf and do hereby consent and agree to (i) the Minor’s use of the Facilities or participation in the Activities; (ii) the Minor’s release of all Releasees as provided above; and (iii) the authorization granted to Charleston Tennis in Section 4 above. For myself, my heirs, assigns, personal representatives, executors, administrators, and next of kin, I HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all liabilities incident to the Minor’s use of the Facilities or participation in the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further grant to Charleston Tennis the right to act as guardian/spokesman in granting permission for emergency treatment or hospitalization (including anesthesia) if necessary for my child in route to, from, or at the Facilities Sites or hospital or other medical facilities. I understand that should a health emergency arise, an attempt will be made to notify me, but that if I cannot be reached promptly by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

Signature: _____ Printed Name: _____ Date: _____