

**RELEASE AND WAIVER AGREEMENT AS TO TENNIS COURT USE**

**By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site at the HME Tennis Courts and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Tennis Courts may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the HME Board. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family and my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Tennis Courts or participation in tennis activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the HME Board and their agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the HME Board and their agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in tennis court facility activities.**

**Name(s):**

**Address:**

**Signature(s) and date:**

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