

HAVILAND TENNIS ACADEMY
RELEASE AND WAIVER OF LIABILITY

In consideration for being permitted to participate in activities at the Haviland Tennis Academy, the undersigned acknowledges and agrees that there are known and unknown risks involved in playing tennis, including but not limited to personal injury, permanent disability, or loss of life, and willingly and knowingly assumes the risk associated with participation in activities at the Haviland Tennis Academy, including activities on site, off site, and while traveling in connection with the program. I further accept that there are also known and unknown risks from other participants which I also willingly assume. I represent that I am in good health or that I have been cleared by a physician to participate in tennis activities.

The undersigned, for myself and my heirs, assigns or representatives hereby release and hold harmless Ryan Haviland, Ryan Haviland Inc., Haviland Properties, LLC, Haviland Tennis Academy, and all their agents, employees, independent contractors, officers, heirs, successors and assigns, from any damages, losses, injuries or causes of action arising from or in any way associated with participation in activities at the Haviland Tennis Academy, including activities on site, off site, and while traveling in connection with the program.

The invalidity of unenforceability of any provision of this Release and Waiver shall not affect the validity of unenforceability of any other provision of this Release and Waiver. This Release and Waiver shall be governed by the laws of the State of South Carolina and I hereby irrevocably submit to the jurisdiction of any court located in Greenville County, South Carolina in any action or proceeding arising out of or relating to this Release and Waiver and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in by a court located in Greenville County, South Carolina.

Signature: _____ Date: _____

Print Name: _____