

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

This document affects your legal rights:

Read BOTH PAGES carefully before signing.

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen to participate in tennis matches and other related activities administered by the Homeland Racquet Club, Inc. which take place on tennis courts owned by the Boys' School of St. Paul's Parish (hereinafter referred to as the "Activity"). I understand that:

- the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including the following: exposure to COVID-19, exposure to persons who may have or otherwise spread the COVID-19 virus, falls, fractures, concussions, overexertion, overheating, injuries from my lack of fitness or conditioning, death, equipment failures, and negligence of others;
- as a consequence of these risks, I may be exposed to or contract COVID-19 and/or be seriously hurt or become sick or become disabled or may die, and my property may also be damaged; and
- hospital facilities, qualified medical care, and medical evacuation may be limited by local conditions.

Neither the Boys' School of St. Paul's Parish (the "School") nor the Homeland Racquet Club, Inc. (the "Club") assumes any responsibility for the presence of COVID-19 or for the presence of persons with COVID-19. These are unavoidable risks the School and the Club cannot control or mitigate. **I understand that I alone assume all risk and responsibility for any COVID-19 exposure which may occur during or as a result of the Activity.** I acknowledge I will have to pay for any medical care that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS: **I acknowledge that I may contract COVID-19 as a result of participating in the Activity.** I hereby freely assume this and all other risks and any sickness, harm, injury or loss that may occur to me or my family or property as a result of my participation in the Activity, including any injury or loss caused by the negligence of the School, the Club, and either of their employees, officers, any contractors and other Activity participants.

3. RELEASE OF LIABILITY: I hereby **RELEASE** the School, its affiliates, employees, contractors, officers, agents, directors, managers, directors, successors and assigns and the Club and its affiliates, employees, contractors, officers, agents, directors, managers, directors, successors and assigns (collectively, all of the foregoing, the "Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, LAWSUITS, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including contracting COVID-19.** This release is intended to be as broad as permissible under applicable law. It includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for intentional, reckless, or wanton conduct or gross negligence, or any other liabilities that Maryland law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against, or to assist

anyone else in making a claim against, the Released Parties for sickness, death, injuries, loss or harm that occur during or related to the Activity.

4. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims relating to contracting COVID-19 and claims for any of the Released Party's own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my or others' conduct during or in connection with the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, all of the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. NO SCHOOL RESPONSIBILITY FOR OTHERS: I acknowledge that the School has no control over and assumes no responsibility for the actions of the Club, any participants in the Activity, or anyone else in connection with the Activity.

6. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Maryland law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This agreement is governed by and shall be construed in accordance with the laws of the state of Maryland, without any reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way associated with the Activity shall be brought only in the applicable state or federal courts in Maryland, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

I hereby represent that the participant signing below is not a minor and is over the age of majority.

Name: _____

Date: _____

Signature: _____