

**MARK TAYLOR TENNIS SERVICES  
WAIVER AND RELEASE OF CLAIMS INDEMNITY AGREEMENT**

Participant's Name: \_\_\_\_\_ ("The Participant")  
Address: \_\_\_\_\_  
Telephone (Day): (    ) \_\_\_\_\_ Evening: (    ) \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Course Location: \_\_\_\_\_  
Date of Class: \_\_\_\_\_  
Program Title: \_\_\_\_\_

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE  
LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.  
PLEASE READ CAREFULLY.**

In consideration of the Participant enrolling and participating in the above-named program operated by Mark Taylor (o/a Mark Taylor Tennis Services), the Participant or his or her parent or legal guardian (the "undersigned") hereby agrees as follows:

**DISCLOSURE:** To the best of the undersigned's knowledge and information, the Participant is not subject to any physical disability, medical condition, inherent weakness or disease which would in any way increase the potential for physical injury and the undersigned hereby undertakes to advise Mark Taylor, his employees, volunteers, agents and representatives, (collectively referred to as "Taylor") of any change in the undersigned's knowledge or information in this regard.

**ASSUMPTION OF RISKS:** The undersigned acknowledges that he or she is fully aware of the nature of the tennis program offered by or associated with Taylor, and that there are inherent risks of physical injury in such activity. The Participant and the undersigned freely accept and fully assume all dangers and hazards and the possibility of personal injury, death, property damage and loss resulting from the participation in this program. I understand that personal injury, death, property damage or loss may be caused or contributed to by the negligence or carelessness of others, including other participants.

**WAIVER, RELEASE AND INDEMNITY:** The Participant and the undersigned and all children, heirs, executors, administrators, and assigns of same, waive and release any and all rights, demands and claims of any kind against Taylor, and his or their agents, representatives, successors and assigns, and any persons assisting on a voluntary basis, and the occupiers (as defined in the *Occupiers Liability Act*, R.S.O. 1990, as amended) for any and all injuries, death, property damage and loss which may be suffered by the Participant in connection with the tennis program notwithstanding that any such loss, injury, death or damage may have arisen by reason of the negligence of Taylor or his agents, employees, or the occupiers. It is further agreed that the undersigned shall hold harmless and indemnify Taylor from any and all liability for any property damage or personal injury or death resulting from the Participant's participation in the activities offered by or associated with Taylor.

**DAMAGES:** The undersigned agrees to pay for any and all damages to the equipment, facilities and any other part or parts thereof caused by the Participant, negligently, willfully, or otherwise.

**RIGHT TO USE PHOTOGRAPHS AND OTHER MEDIA:** The undersigned hereby grants Taylor the absolute right and permission to use, re-use, publish, and republish the same in whole or in part, individually or in conjunction with other photographs, in any medium and for any purpose whatsoever, including, but not limited to, illustration, promotion, advertising, and social media any now or hereafter made photographs, portraits, motion pictures, videotapes, and/or likeness of any kind whatsoever of the Participant as well as any voice recordings therewith. The undersigned further waives any right that the undersigned may have to inspect or approve the finished product or products, or the advertising copy or printed matter that may be used in connection therewith, or the use to which it may be applied.

**BINDING:** This Agreement shall be effective and binding upon the undersigned's heirs, next of kin, executors, administrators, and assigns in the event of the undersigned's death. The undersigned expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of Ontario, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**The undersigned affirms that he or she has read this Release and Waiver and understands all of its terms and that her or she is signing it voluntarily and with full knowledge of its significance.**

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Witness Signature  
Witness name:

\_\_\_\_\_  
Participant Signature  
Participant name:

**If the Participant is under 18 years of age, a parent or legal guardian is required to sign:**

I hereby certify that I am the parent/legal guardian of the Participant, a minor pursuant to the *Age of Majority and Accountability Act*, R.S.O. 1990, and that s/he has my permission to participate in the tennis program offered by Taylor. As the parent/legal guardian I fully understand and have full knowledge of the nature and extent of the risks involved with his/her participation in the tennis program and accept all of the terms as set forth in this Agreement.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Witness Signature  
Witness name:

\_\_\_\_\_  
Parent/Guardian Signature  
Parent/Guardian name: