



Harper For Kids, Inc. ("HFK")

WAIVER AND RELEASE OF LIABILITY FORM

Participant's Name: _____ (the "Participant") Age: _____ Tennis Ability: ____ Beg ____ Adv Beg

Parent/Guardian's Name: _____ Email: _____

Address: _____ City: _____ Zip: _____

Phone: Home: _____ Work: _____ Cell: _____

Emergency Contact: _____ Relationship: _____ Phone: _____

Activity: Participation: (the "Activity") Inch & Miles Sportsmanship Tennis Festival

at Bank of the West Classic (the "Club").

ASSUMPTION OF RISK AND RELEASE AGREEMENT

Assumption of Risk: As parent or legal guardian of participant, I am aware that the Activity involves inherent risks, dangers, and hazards that can result in serious personal injury or death. I am also aware that the facilities and/or equipment at which contain dangers and can cause serious injury or death. I and participant hereby freely agree to assume and accept all known and unknown risks of injury arising out of the Activity including injury or death that results from the Club's or HFK's negligence, design of the facility and/or equipment, or from any third party.

Release and Indemnity: In exchange for the Club and HFK allowing participant to participate in the Activity, I and participant understand and expressly acknowledge that we, on our own behalf and on behalf of the other members of our family, including spouse, parents, children, heirs, and assigns, release and indemnify HFK, the Club, and their respective affiliates, officers, directors, agents, contractors, employees, heirs, successors, assigns, volunteers and guests from all liability for any injury, loss or damage connected in any way whatsoever to participation in Activity that may result from HFK's or the Club's negligence, design of the facility and/or equipment, or from any third party, whether on or off the Club's premises and including any transportation.

I and participant expressly waive and relinquish any and all claims, rights or benefits which may exist on our behalf under section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims which the creditor (Participant) does not know or suspect to exist in Participant's favor at the time of executing the release, which if known by Participant must have materially affected Participant's settlement with the debtor (HFK's or the Club)."

Property Loss: All personal property brought to the activity is brought at the sole risk of the participant as to its theft, damage, or loss.

Medical: I give my consent to emergency medical care and transportation in order to obtain treatment in the event of injury, as HFK or the Club may deem appropriate.

Photograph Permission: I give permission for HFK and the Club to use, without limitation or obligation, photographs, film footage, or tape recordings that may include participant's image or voice for purposes of promoting HFK's programs.

Severability: Any provision or portion of this Release found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.

Signature of Parent/Legal Guardian: _____ Date: July 30, 2011