

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT

In consideration of the Harlem Junior Tennis and Education Program ("HJTEP"), a not-for-profit organization with year-round programming conducted at various New York locations including, but not limited to, The Harlem Armory, Howard Bennett Park and Fordham University, permitting the individuals listed in this registration form (the "Participant") to participate in HJTEP and any sports and/or recreational activity including, but not limited to, tennis (each, an "Activity") in connection with HJTEP's programming, I hereby, on behalf of myself and my child (if the Participant is a minor), acknowledge and agree to the following:

I. ASSUMPTION OF RISK

I fully understand that all Activities involve risks and danger of bodily injury, and I fully accept and assume all such risks.

II. ELIGIBILITY AND GUARDIANSHIP RULES

I have read and have understood HJTEP's participant age eligibility and guardianship rules, and I acknowledge that the Participant meets such participant age eligibility and guardianship rules.

IIII. RELEASE AND WAIVER OF LIABILITY

I understand the nature of all Activities and the Participant's experience and capabilities and believe the Participant to be qualified, in good health, and in proper physical condition to participate in such Activities.

I hereby release from liability, discharge, indemnify and save and hold harmless, and relinquish and waive any liability of and covenant not to sue HJTEP, its agents and participating vendors, sponsors, advertisers, granters and lessees of premises used in connection with HJTEP's programming (collectively, the "Released Entities") from all liability, claims, demands, losses, damages or costs they may incur due to the Participant's participation in or otherwise in connection with any of HJTEP's programming, whether caused or alleged to be caused in whole or in part by the negligence of any Released Entity or otherwise.

IV. LIKENESS RELEASE

I understand that from time to time, the Released Entities may take photographs, video, film, motion pictures and/or other recordings of the Participant (collectively, the "Recordings") in connection with HJTEP's programming. I hereby acknowledge and grant to each of the Released Entities the absolute, irrevocable right and permission, with no obligation to compensate the Participant, to use, publish, reproduce, distribute, disclose, exhibit, and display, in any manner, throughout the world, in perpetuity, the Participant's name, voice, portrait, images, likeness, appearance, performances, activities, biographical and other personal information, testimonials, statements and actions, in addition to any Recordings in any and all media and formats whether now known or later developed, for any purpose relating to advertising and publicizing HJTEP now and in the future.

V. PLEDGE OF GOOD BEHAVIOR

I agree that the Participant's acts, words and performances at all of HJTEP's programming (including, without limitation, at all Activities) will be in good taste and will not reflect negatively on the image, reputation or business of the Released Entities.

VI. RIGHT OF REMOVAL

I understand and agree that, notwithstanding anything to the contrary outlined above, HJTEP reserves the right to remove any participant in its sole discretion if it feels that it is in the best interest of HJTEP to do so including, but not limited to, any individuals that HJTEP reasonably determines has misstated the status of their relation in order to gain an unfair advantage.