

CL Tennis, Inc.

Membership Application and Waiver/Indemnity

(all applications are subject to approval by CL Tennis, Inc. at the sole discretion of CL Tennis, Inc.)

Please complete this entire form, sign, and mail to the address below.

Applicant Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell: _____ Home: _____ Tennis Rating: _____

Spouse Name: _____ Email: _____

Cell: _____ Tennis Rating: _____

Child Name: _____ Age: _____ M / F Cell: _____

School: _____ Tennis Rating: _____

Child Name: _____ Age: _____ M / F Cell: _____

School: _____ Tennis Rating: _____

Child Name: _____ Age: _____ M / F Cell: _____

School: _____ Tennis Rating: _____

Emergency Contact Name: _____ Number: _____

Membership:

Family or Individual (circle one)

Initiation Fee \$150 (new or returning members)

Monthly Fee \$50

Cancellation – 30day written notice

Return this form with payment and waiver to:

Tennis Pro / Pro Shop or mail to:

CL Tennis, Inc.
2850 Shoreline Trail, PMB #15
Rockwall, TX 75032

Make Checks payable to CL Tennis, Inc.

Membership Waiver/Indemnity

I, _____ (Name), on behalf of my family and minor children, agree to follow and be bound to all of the terms and conditions of CL Tennis, Inc. Membership according to their rules, regulations, and bylaws. I have read the rules, regulations, and bylaws as amended and posted to CL Tennis, Inc.'s website and have explained them to my family. My family represents that we agree to follow such rules, regulations, and bylaws. If my photograph or other visual depiction, or that of one or more of my family members, is taken at a CL Tennis, Inc. event, I hereby consent to the right to use such photograph or visual depiction to be used without compensation or further consent of same and agree to hold CL Tennis, Inc. and its Officers, Board of Directors, Pros, and Employees harmless of and from any and all liability of any nature which may arise out of result from such use.

WAIVER OF LIABILITY/INDEMNITY (My signature below waives and indemnifies)

As an inducement to CL Tennis, Inc. to participate in its recreation and leisure program(s), for this year and future application years, and for and in consideration of CL Tennis, Inc. granting the privilege me and my family the privilege of participating in said programs, and recognizing that recreational activity involves certain inherent dangers, including, but not limited to, the possibility of physical danger, harm, accident, and injuries. I agree individually and on behalf of my family, to and do to and do assume any and all risks arising from any and all incident(s), action(s), occurrence(s), or activity(ies), occurring on public, private, or other property, in any way involving or connected to any tennis, social, or other event sponsored or affiliated with CL Tennis, Inc. or its Officers, Board of Directors, Pros, Employees, Committees, or otherwise related to or affiliated with CL Tennis, Inc. I intend this statement of assumption of risk to be interpreted as broadly as possible. Further, I hereby waive any and all causes of action and damages, including for attorney's fees and costs, that I have or may ever have out of any conduct of actions of CL Tennis, Inc., its Officers, Board of Directors, Pros, Employees, or others who participate in or are affiliated with CL Tennis, Inc. tennis program (both in their official capacity and individually), including, but not limited to, negligence, breach of contract, defamation, liable and slander. Again, I intend for this waiver of liability to be construed as broad as the law allows. This waiver extends to all tennis and social functions affiliated with CL Tennis, Inc. **I expressly intend to waive any and all acts of negligence committed by CL Tennis, Inc., its Offices, Board of Directors, Pros, Employees, or participants in the program and all resulting damages. I also agree to indemnify and hold harmless CL Tennis, Inc., its Officers, Board of Directors, Pros, Employees, and all others affiliated with CL Tennis, Inc. for any claims made by me, members of my family, or on my behalf. This waiver of liability and indemnity will continue and cover all tennis events and social functions affiliated with CL Tennis, Inc. This waiver of liability and indemnity will continue from month to month and from one membership application period to another, even if my application(s) and/or payment(s) to CL Tennis, Inc. are not timely**

submitted or my membership in CL Tennis, Inc. lapses, until I specifically revoke in writing and deliver notice of such written revocation in person to Bill Kitrell, President, CL Tennis, Inc. This indemnity provided herein will survive until all applicable statute of limitations have expired. I have read this waiver and indemnity and make it voluntarily, and have not relied upon any representation made by CL Tennis, Inc., its Officers, Board of Directors, Pros, or Employees in making this waiver and indemnity. I further certify that I understand that in making this waiver of liability and indemnity agreement that I am making a decision of substantial legal significance concerning my legal rights.

If my application includes minor children, as an inducement to CL Tennis, Inc. to allow my children to participate in its recreation and leisure program(s), for this month and future application months, and for and in consideration of CL Tennis, Inc. granting my children the privilege of participating in said programs, and recognizing that recreational activity involves certain inherent dangers, including, but not limited to, the possibility of physical danger, harm, accident, and injuries. I agree, individually and on behalf of each of my children and minor children, to and do to and do assume any and all risks arising from any and all incident(s) action(s), occurrence(s), or activity(ies), occurring on public, private, or other property, in any way involving or connected to any tennis, social, or other event sponsored or affiliated with CL Tennis, Inc. or its Officers, Board of Directors, Pros, Employees, Committees, or otherwise related to or affiliated with CL Tennis, Inc. I intend this statement of assumption of risk to be interpreted as broadly as possible. Further, I individually and on behalf of my children and minor children, hereby waive any and all causes of action and damages, including for attorney's fees and costs, that I have or may ever have out of any conduct of actions of CL Tennis, Inc., its Officers, Board of Directors, Pros, Employees, or others who participate in or are affiliated with CL Tennis, Inc. tennis program (both in their official capacity and individually), including, but not limited to, negligence, breach of contract, defamation, libel and slander. Again, I intend for this waiver of liability to be construed as broadly as the law allows. This waiver extends to all tennis and social functions affiliated with CL Tennis, Inc. **I expressly intend to waive any and all acts of negligence committed by CL Tennis, Inc., its Offices, Board of Directors, Pros, Employees, or participants in the program and all resulting damages. In the event that I, or any of my children or minor children, ever bring a claim against CL Tennis, Inc. or any of its Officers, Board of Directors, Pros, Employees, Committees, or others affiliated with CL Tennis, Inc. in connection with any tennis, social, or others event affiliated or sponsored by CL Tennis, Inc. I also agree to each such entity or person harmless for such claims and damages, including attorney's fees and costs. This waiver of liability and indemnity will continue and cover all tennis events and social functions affiliated with CL Tennis, Inc. This waiver of liability and indemnity will continue from month to month and from one membership application period to another, even if my application(s) and/or payment(s) to CL Tennis, Inc. are not timely submitted or my membership in CL Tennis, Inc.**

lapses, until I specifically revoke in writing and deliver notice of such written revocation in person to Bill Kittrell, President, CL Tennis, Inc. The indemnity provided herein will survive the waiver and extend until such a time as the applicable statute of limitations for all minor children's potential claims have expired. I have read this waiver and indemnity and make it voluntary, and have not relied upon any representation made by CL Tennis, Inc. its Officers, Board of Directors, Pros, or Employees in making this waiver and indemnity. I further certify that I understand that in making this waiver of liability and indemnity agreement that I am making a decision of substantial legal significance concerning my legal rights. I also consent to CL Tennis, Inc., its Officers, Board of Directors, Pros, Employees, Committees, Parents, Participants, and others providing transportation for my minor children to tennis, social, and other events affiliated with CL Tennis, Inc. This consent will continue from year to year and from one membership application period to another, even if my application(s) and/or payments to CL Tennis, Inc. are not timely submitted or my membership in CL Tennis, Inc. lapses, until such time as it the consent is revoked in writing with delivery in person to Bill Kitrell, President, CL Tennis, Inc.

Applicant's Signature: _____ Date: _____

Spouse's Signature: _____ Date: _____

Adult Children (18 & older): _____ Date: _____

For CL Tennis, Inc Use Only

Date Received: _____ Date Approved or Declined: _____

Approved by: _____ Signature: _____