

**MASHANTUM TENNIS CLUB, INC. WAIVER OF LIABILITY  
AND HOLD HARMLESS AGREEMENT**

MASHANTUM TENNIS CLUB, INC. (hereinafter "Mashantum") is a non-profit private club for teaching, playing and promoting the game of tennis in the town and Village of Dennis, Massachusetts. This Agreement concerns legal rights and responsibilities, including rights and remedies that you may be giving up by agreeing to the terms herein. If the Agreement is not clear to you, please consult legal counsel.

In consideration for receiving permission to be on the premises of Mashantum, I, on behalf of myself and any minor children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (COVID-19) and am familiar with federal, state and local guidelines, including those of the Centers for Disease Control and Prevention ("CDC") regarding COVID-19. I acknowledge and understand that circumstances regarding COVID-19 are changing from day to day and that guidelines are regularly modified and updated and consequently I accept full responsibility for familiarizing myself with the most recent requirements and agree to comply with all such guidelines, including any safety protocols, rules or requirements implemented by Mashantum; 2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I willingly choose to participate in Mashantum activities which may include, but are not limited to playing and watching tennis; 3. I acknowledge and fully assume all risks related to COVID-19 arising from my being on the premises and participating in Mashantum activities and hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE (on behalf of myself, and any minor children from whom I have the capacity to contract) MASHANTUM TENNIS CLUB INC., its owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in Mashantum activities, as well as any safety protocols, rules and/or requirements implemented by Mashantum; 4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house counsel or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other virus, bacterial infection, illness or injury; and 5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be

construed, interpreted and controlled according to the laws of the Commonwealth of Massachusetts.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR PERMISSION GRANTED BY THE RELEASEES TO BE ON MASHANTUM PREMISES AND PARTICIPATE IN MASHANTUM ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the forgoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_ day of \_\_\_\_\_, 2020.

SIGNATURE:

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NAME:

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NAMES OF MINOR CHILDREN:

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