

**WAIVER AND RELEASE OF LIABILITY**

In consideration of \_\_\_\_\_, (“I” or “Participant”) being permitted to perform, participate in, or engage in activities relating to the United States Tennis Association National Junior Championship (the “Activity”) at Kalamazoo College (the “College”), I, \_\_\_\_\_, the undersigned, for myself, my heirs, personal representatives, executors and assigns attest and agree to the terms in this Waiver and Release of Liability (this “Waiver”):

1. **Waiver and Release; Indemnification.** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby fully release, waive, forever discharge, and covenant not to sue or claim against the College, its board members, trustees, officers, directors, affiliates, faculty, employees, representatives, agents, staff, representatives, volunteers, cooperating agencies, cooperating organizations, successors and assigns (collectively, the “Releasees”) for any and all liability of whatever kind or nature, including any and all claims, demands, causes of action, suits, or judgments of any and every kind (including attorneys’ fees and costs and expenses), arising from any loss, injury or property damage that I may suffer as a result of the Activity or any period traveling to and from any activity in connection with the Activity, regardless of whether the injury or damage is caused by the negligence of those whom I have released or otherwise. I agree to indemnify, defend and hold harmless the College, its board members, trustees, officers, directors, affiliates, faculty, employees, representatives, agents, volunteers and successors, for any and all losses, damages, liabilities, costs, or expenses of whatever kind incurred during the Activity.
2. **Assumption of Risk.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITY MAY BE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE RELEASEES. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. **Media Release.** I irrevocably grant and license to the College, and its affiliates, agents, advertising or promotional agencies, and partners, and all such entities’ board members, trustees, officers, directors, agents, employees, respective successors and assigns (collectively, “Authorized Parties”), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright my name, voice, photograph, appearance, likeness, caricature, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Activity in any manner, in any media whatsoever for any and all purposes, including by way of example, but without limitation, advertising, promoting or publicizing products and services throughout the universe, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without compensation. I further agree that anything derived therefrom will be owned solely by the College. I shall not authorize the use of any print, negative or other copy thereof by anyone other than the College.

4. **Governing Law; Venue.** I understand and agree that any dispute arising from this Waiver, from my participation in the Activity, or from my participation in activities related to the Activity, which arises between me, the College, any cooperating institution, and/or another participant must be brought before a Michigan state or federal court sitting within Kalamazoo County, and will be governed by Michigan law.
  
5. **Severability.** I understand and agree that if a court of law finds any provision or aspect of this Waiver unenforceable, the remaining provisions will remain in full force and effect, and the court will construe the unenforceable provision to make it legally enforceable.
  
6. **Entire Agreement.** The parties agree that this Waiver (a) is the complete and exclusive statement between the parties with respect to this matter, (b) supersedes all related discussions and other communications between the parties with respect to such matter, and (c) may only be modified in writing by an authorized representative of the party against whom such alteration or modification is sought to be enforced. The Director of Advancement Events is the authorized representative for the College.

**I have read this Waiver, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I may have the opportunity prior to signing this Waiver to have it reviewed by my attorney. I know, understand and appreciate these and other risks that are inherent in the Activity. I expressly agree and assert that my participation in the Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risk. I acknowledge that I am signing this Waiver freely and voluntarily and intend, by my signature, the complete and unconditional release of my ability to sue to the greatest extent allowed by law.**

Date: \_\_\_\_\_

Participant's Age

(if under 18 years old) \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

**TO BE READ AND SIGNED BY PARENT/GUARDIAN, IF MINOR:**

I hereby represent that I am the parent or guardian of the minor (under 18 years old) whose name appears above. I have read and consent and agree to the terms and provisions set forth in this Waiver on behalf of myself and said minor.

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian of Minor