

**WAIVER, RELEASE OF LIABILITY, COVENANT NOT-TO-SUE, AND
INDEMNITY AGREEMENT (TENNIS EVENT)**

1. Westchase Community Association, Inc. (the "Association") is a Florida Non-Profit Corporation incorporated pursuant to Chapter 617, Florida Statutes. The Association allows its members to use the Association's tennis courts (a "Tennis Event") in consideration for the member's non-revocable agreement to the terms set forth in this Waiver, Release of Liability, Covenant Not-to-Sue, and Indemnity Agreement (the "Release").

2. I UNDERSTAND AND AGREE THAT I AM WAIVING LEGAL RIGHTS BY SIGNING THIS RELEASE.

3. I UNDERSTAND AND AGREE THAT I MAY CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING PRIOR TO EXECUTING THIS RELEASE.

4. I UNDERSTAND THAT I MAY ELECT NOT TO SIGN THIS RELEASE, AND THAT IF I ELECT TO NOT SIGN THIS RELEASE, THE ASSOCIATION HAS THE RIGHT TO REFUSE TO ALLOW ME TO PARTICIPATE IN A TENNIS EVENT.

5. I understand and agree that a Tennis Event involves potential inherent risks including, but not limited to, expected or unexpected bodily contact with or from other persons, objects, structures, or equipment; expected or unexpected falls which may be either controlled or uncontrolled in nature; contact with surfaces which may be insufficiently padded to prevent injury; physical exertion which may result in injury or an adverse medical condition; strains, sprains, tears, fractures and other injuries to muscles, tendons, ligaments, bones and other body parts due to trauma or repetitive use; and, other inherent risks which are impractical and unnecessary to identify in this Release. I understand and agree that both identified and non-identified risks may result in personal injury, illness, death, or property damage.

6. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH THE TENNIS EVENT, whether or not the risk is expressly set forth in this Release.

7. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out any Tennis Event, including claims for the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

8. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE NOT TO SUE THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of any Tennis Event, including claims for the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

9. I, on my own behalf, as well as on behalf of my heir(s) and personal representative(s), AGREE TO DEFEND AND INDEMNIFY THE ASSOCIATION, and the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, for any and all claims arising out of the Tennis Event, irrespective of the nature of the claim and the person asserting the claim.

MEMBER (initials): _____

10. I understand the Association is not responsible to provide security or supervision during the Tennis Event as there is no reasonable expectation that security or supervision is necessary.

11. I agree to inspect and ensure the premises is in good repair and suitable for a Tennis Event each time I participate in a Tennis Event. I agree to not participate in any Tennis Event should an inspection reveal the premises is in disrepair or otherwise is unsuitable for a Tennis Event.

12. I understand the Association is governed by Rules and Regulations. I understand and agree that I am responsible to review, understand, and ensure compliance with all current Rules and Regulations during each Tennis Event.

13. I understand and agree this Release applies each and every time I participate in a Tennis Event.

14. I have not relied on any statement or representation not contained in this Release in executing this Release.

15. This Release is governed by the laws of the State of Florida. In the event a lawsuit is filed to enforce the terms of this Release, (1) venue shall be in Hillsborough County and (2) the prevailing party shall be entitled to recover its expenses, including reasonable attorneys' fees incurred at the trial and appellate levels.

16. To the extent that any provision of this Release is deemed unenforceable by a court of competent jurisdiction, said provision shall be severed from the Release and all remaining provisions of the Release shall remain.

17. By my signature below, I represent that (1) I have read, understand and accept the terms of this Release; (2) I either consulted with an attorney or made a conscious decision not to consult with an attorney regarding the terms of this Release; and, (3) it is my irrevocable intention to legally bind myself, my heirs, personal representatives, successors and assigns, to the terms set forth in this Release.

I understand and acknowledge that I must present my state-issued photograph identification card to WCA Staff to copy before I may participate in the Tennis Event. WCA Staff will sign and date below to acknowledge my state-issued photograph identification card was copied and returned to me.

PRINTED NAME OF MEMBER

WCA STAFF

SIGNATURE OF MEMBER

DATE

DATE