



## 2016 Waiver & Release Form

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PARTICIPANT HEREBY RELEASES, DISCHARGES AND HOLDS HARMLESS Neighborhood Tennis ("CLUB"), AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, SPONSORS, MEMBER ORGANIZATIONS, SUCCESSORS AND ASSIGNS, THE VENUE(S) USED (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF PARTICIPANT'S AND PARTICIPANT'S CHILDREN'S PARTICIPATION IN CLUB PROGRAMS, OR ANY ACTIVITY OR EVENT RELATING THERETO, INCLUDING TRAVEL TO AND FROM, AND PARTICIPANT DOES HEREBY COVENANT AND AGREE THAT HE/SHE WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM AGAINST RELEASEES FOR ANY REASON.

### Indemnification and Hold Harmless.

Participant hereby agrees to indemnify, defend, and hold harmless Club from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in Club activities, or travel to and from all Club activities. This Indemnification and Hold Harmless Agreement is intended to be all encompassing.

In addition, Participant hereby consents, in perpetuity, throughout the world, to the use of his/her name, voice, image and/or likeness in any live or recorded transmission, recording, or photograph taken of Participant during Participant's participation associated with Neighborhood Tennis programs, or any activity or event relating thereto, published, produced, broadcasted or otherwise disseminated by Releasees in any and all media now existing or hereafter discovered or developed. Parent or guardian also hereby consents, in perpetuity, throughout the world, in a manner consistent with common usage with respect to typical Tennis Event Activities, for and to the use of Participant's children's name, voice, image and/or likeness in any live or recorded transmission, recording, or photograph taken of Participant's children during their participation associated with Neighborhood Tennis programs, or any activity or event relating thereto, published, produced, broadcasted or otherwise disseminated by Releasees in any and all media now existing or hereafter discovered or developed. Participant consents to all such uses without any further compensation or other consideration becoming due to Participant. As this consent will be acted upon forthwith, it is irrevocable.

## Physical Condition and Medical Release

Participant attests that s/he and any minor children are physically and mentally capable of participating and have no known health restrictions that might jeopardize their safety or health or the safety or health of others during their participation in Club activities. Participant hereby consents to the rendering of emergency first aid and other medical procedures, which at the time of injury or illness seems reasonably advisable. Participant further understands that s/he will be responsible for payment of any such medical procedures. Participant hereby agrees to abide by all applicable rules and regulations and codes of Neighborhood Tennis and/or the same as may be adopted by Neighborhood Tennis from time to time.

In Participant's capacity as parent or legal guardian of any minor children, Participant hereby gives permission for such children or wards to participate in any Club activity which such children/wards attend, and any specific Club activity or event for which children or wards are registered; Participant acknowledges and agrees to all terms relating to children/wards set forth in this Waiver and Release form.

## Governing Law and Venue.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The venue for any action arising out of this Agreement shall be Miami-Dade County, State of Florida. The parties agree to submit to jurisdiction in Miami-Dade County, Florida.

## Neighborhood Tennis Pickup Policy

Children will be taken from the Coconut Grove Elementary School to the tennis courts across the street from the school. The students will be accompanied by a Neighborhood Tennis coaches at dismissal to cross the street. Students will be picked up 5 minutes before the start of the tennis lesson.

### 2:00pm - 2:45pm Class

Students will be picked up at 1:50pm from the school by a coach who will take them to the tennis court (normal dismissal).

### 3:10pm - 4:00pm Class

For the lesson starting at 3:10pm, students will be picked up at 3:05pm (normal dismissal), while the students in French will be picked up at 2:50pm.

### 4:00pm - 5:00pm Class

Students will be picked up at 3:55pm from the school by a coach who will take them to the tennis court (normal dismissal).

## Late Pickup Fee:

A late fee of \$10.00, per family after the first 10 minutes. Every minute after the first 10 minutes the family be charged \$1 per minute for children not picked up on time. Consistently being charged a late pickup fee may result in the child being withdrawn from the program. All outstanding late pickup fees must be paid prior to the start of the next payment period.

## Late Payment Fee:

A late payment fee of \$10.00, per family, per incident, will be charged for payments that are not received by: the first day of service. All outstanding late payment fees must be paid prior to the start of the next payment period.

## Non-Sufficient Funds / Returned Checks:

If a check is returned for any reason to us for non-sufficient funds, we WILL NOT redeposit it. For your child to remain in the program, you will be required to bring only cash for the amount of the check and any additional service charge made by the bank, within 24 hours of notification. Should this happen more than once, we will ask that all your future payments be made in cash or money order.

## Weather Policy:

In the event of any thunderstorm or rain, Neighborhood Tennis will use one of the rooms of Coconut Grove Elementary School for the tennis lesson. Neighborhood Tennis will be able to set up its mobile tennis nets, racquets and balls to play indoor tennis.

# DISMISSAL PROCEDURES

## Parent sign-out and pick-up:

Each after school care child must be signed out by an **AUTHORIZED PERSON** listed on the child's registration form. The authorized person may be asked to present an official government photo identification card; i.e. driver's license, state ID, military ID, alien registration card, or passport. Any other person that is not listed on the child's registration form must display permission in writing from the parent or legal guardian and be able to present an official government photo identification card that has been verified by an authorized school employee before the child can be released.

## Authorized Persons:

**ONLY** those persons listed on your child's registration form are considered authorized. Family members, if not listed, are not considered authorized to pick up your child. Verification by the after school care program manager or designee will be made before any child is released to a person not listed on the registration form.

## Walk Home:

A written notification must be kept on file or sent the same day that your child is to walk home. The time of departure must be specified in the written notification. The administrator or after school care program manager must approve the child's departure.

## Absent Students:

Parents or guardians whose child or children are absent from the After School Care Program and are not listed on the day schools absentee list will be contacted as expediently as possible.

## Changes in Dismissal Procedures:

If there are any changes in the dismissal procedures for your child, daily or continuous, please notify the after school care office in person or in writing immediately. This will help to ensure the safety of your child. If, for whatever reason, you pick your child up early from the regular day school program, please contact the before and/or after school care program office as expediently as possible. All of these procedures are in place to help ensure the safety of all children attending the program.

## Illness / Accidents:

Should your child become ill or injured during the program, you will be notified immediately and if needed you must make arrangements to pick up your child at that time.

# CONTACT

Cristina Valladares Nunez

*Head Coach*

**(786) 328 - 2546**

[TennisNeighborhood@gmail.com](mailto:TennisNeighborhood@gmail.com)

[www.Ntennismiami.com](http://www.Ntennismiami.com)

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Participant's Full Name: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Dated: \_\_\_\_\_