

## **WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury in attending the Champions Against Cancer Tennis Tournament (hereinafter the "Tournament") at Wilde Lake Tennis Center (hereinafter the "Tennis Center"), on September 10, 2022, and as consideration for the right and ability to attend the Tournament, I hereby, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this "Waiver and Release of Liability" and hereby waive any and all rights, claims, and causes of action of any kind arising out of my participation in the event. I do and forever discharge Champions Against Cancer, affiliates, managers, members, board members, volunteers, agents, heirs, representatives, predecessors, successors, and assigns for any physical, emotional, psychological injury, not limited to illness, paralysis death, damages, economical or emotional loss, that I may suffer as a result of my attendance at the Tournament including traveling to and from the Tournament.

I am voluntarily attending the Tournament and I am participating entirely at my own risk. I am aware of the risks associated with attending the Tournament, which may include, but is not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from, but is not limited to, my own or others' negligence, intentional acts of myself or others, conditions related to travel, or the condition of the Tennis Center.

I understand attending the Tournament involves risks that may include, but are not limited to, facilities, weather, lack of hydration, condition of participants and others at the facility, and equipment.

I agree to indemnify and hold harmless Champions Against Cancer against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any other related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Champions Against Cancer incurs any of these types of expenses on my behalf, I agree to reimburse Champions Against Cancer.

I acknowledge that Champions Against Cancer, its affiliates, managers, members, board members, volunteers, agents, heirs, representatives, predecessors, successors, and assigns are not responsible for errors, omissions, acts, or fails to act of any party or entity at the Tournament.

I acknowledge I have carefully read this "Waiver and Release of Liability" and fully understand that it is a release of liability. I expressly agree to release and discharge Champions Against Cancer and all of its affiliates, managers, members, board members, volunteers, agents, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise would have to bring a legal action against Champions Against Cancer for personal injury or property damage.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance card.

In the event that any damage to equipment or facilities occurs at the Tennis Center as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This waiver agreement is governed by the laws of Maryland. Any legal claims or lawsuits related to the Tournament participants shall take place in courts located in Maryland.

The participant agrees that this waiver agreement shall remain in full force and take effect without change and that attendance at the Tournament is pursuant to the terms of the agreement.