



VENOM FOUNDATION
CONSENT AND WAIVER FORM

I, the below-named participant in a Venom Foundation Tennis program, recognize that physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries; that although activities may not be strenuous, injuries or medical complications may occur; that balance and physical coordination may affect the occurrence of accidents or falls; that I should ask about other potential hazards and recommended precautions; and that, in addition to physical activity, I may be subjected to risks associated with traveling in vehicles. I knowingly assume all risks associated with my participation in the program.

I hereby authorize any medical treatment deemed necessary in the event of any injury to me while participating in any activity. I have appropriate insurance, or, if not, I agree to pay all costs of medical services incurred on my behalf. As a condition of my participation in the program, I hereby grant Venom Foundation Incorporated (the "VFI") and its designees the right in perpetuity, for the purpose of the promotion and/or the advertising of the program, VFI, VFI programs or any events in which I participate, to use my name, photograph, likeness, biography, voice or other identification, in print, film, radio, television, Internet and/or any and all other media now known or hereafter devised and in all other publicity and promotional materials and media, including the right to use and/or sublicense such right to use the same on event posters, programs, merchandise and other materials. VFI and its designees shall have the right in perpetuity, without additional compensation payable to me, to make, use, show and/or license for any and all purposes, in a commercial and/or non-commercial manner, still pictures and motion pictures/recordings taken of me during the program or otherwise in any and all media now known or hereafter devised, including, without limitation, print, film, radio, television and the Internet.

As a further condition of my participation in the program, and to the maximum extent permitted by law, I, on behalf of myself and my executors, administrators, heirs, personal representatives, successors and assigns, release, waive, hold harmless and discharge VFI and others in any manner connected with any such program, event and/or other related activities, including, without limitation, the employees, officers, directors, agents and representatives of VFI, from any and all claims and demands of every kind, nature and character for any losses, injuries or damages that I may sustain, directly or indirectly, arising out of or related to traveling to or from or participating in any program, event and/or any other related activities on any legal theory whatsoever, regardless of whether caused by the negligence of the Released Parties (the "Released Claims"). To the maximum extent permitted by law, I hereby covenant and agree that I will not bring or be a party to any legal action or claim against the Released Parties for any reason based on any of the Released Claims. I agree to indemnify and hold harmless each of the Released Parties from any and all liabilities, claims, actions, damages, expenses, losses and costs of any kind (including, without limitation, attorneys' fees and costs) caused by or arising out of my participation in any program, event and/or related activities, including, without limitation, my breach of any provision of this Consent and Wavier and any damages caused by me.

I HAVE READ THIS CONSENT AND WAIVER FORM, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature: _____ **Date:** _____

Print Name: _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

I represent and warrant that I am the parent or legal guardian of the above-named participant (the "Minor") and that I have read and understood the foregoing Consent and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Consent and Waiver. I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Parent/Legal Guardian Signature: _____ **Date:** _____

Print Name: _____



First Name: _____ Last Name: _____

Date of birth: _____

Address: _____ [city name] _____

_____ [state name and postal code]

School Name: _____
(if applicable)

Contact number: _____ [telephone or mobile number of the
participant]

Email Address: _____

Please check one of the following mentioned below:

_____ Youth

_____ Adult