

# DTI TRAINING CENTER

**Waiver:** In consideration of Participant's enrollment in a Tennis/Pickleball Program, Lesson, Clinic, Tournament, and/ or Participant's use, today and on all future dates, of the property, facilities owned or operated by, and services of DTI High Performance Corp at Woodmont Country Club (from here on referred as "DTI TRAINING CENTER"), Participants, Participant's heirs, personal representatives, or assigns, hereby release, waive, discharge, and covenant not to sue, DTI TRAINING CENTER at Woodmont country club its affiliated companies and each of its directors, officers, employees, volunteers, sponsors, independent contractors, and agents from liability from any and all claims arising from the negligence of DTI TRAINING CENTER or any of the aforementioned parties. This agreement applies to (1) personal injury (including death) from accidents, injuries or illnesses arising from participation in various activities including, but not limited to, participation in sport programs, travel, competition, educational classes, lessons, social activity, and individual use of facilities, premises, or equipment; and (2) any and all claims resulting from the damage to, loss of, or theft of property. Trespassing is not permitted on to the property.

**Indemnification and Hold Harmless:** Participants also agree to HOLD HARMLESS AND INDEMNIFY DTI TRAINING CENTER at Woodmont Country Club from all claims resulting from all negligence of DTI TRAINING CENTER and to reimburse DTI TRAINING CENTER for any expenses incurred as a result of participation in a tennis/ pickleball program or Tennis/pickleball practice and presence at DTI TRAINING CENTER facilities. In the event any claim for personal injury, property damage or wrongful death shall be prosecuted against DTI, its officers, agents or employees, the undersigned Participant and/or Parent/Guardian agrees for him/herself, his/her heirs, executors, administrators, or assigns to indemnify and hold harmless DTI and its officers, agents, servants or employees from any and all claims or causes of action by Participant or by any other person or entity, by whomever or wherever made or presented, and under no circumstances will the undersigned present any claim against DTI and said persons for personal injuries, property damage, wrongful death, or otherwise caused by any act of negligence by DTI and said persons Participants further agree to pay all costs and attorneys' fees incurred by DTI TRAINING CENTER in investigating and defending a claim or suit but only if Participant's claim is withdrawn or to the extent an arbitrator determines that DTI TRAINING CENTER is not responsible for the injury or loss. Participants agree to hold harmless and indemnify DTI TRAINING CENTER from all claims and amounts related to legal and other action brought against DTI TRAINING CENTER for damages caused by Participant (for example, for damages caused by Participant while fighting with another participant).

**Severability and Venue:** Participants further expressly agree that this waiver is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect.

**Acknowledgment of Understanding:** Participants have read this waiver and fully understand its terms. Participants understand that they are giving up rights, including the right to compensation for injury resulting from negligence of DTI TRAINING CENTER. Participants acknowledge that they are signing the agreement freely and voluntarily and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law. In signing this waiver as participant parent or guardian, I acknowledge that I am consenting to Participant's participation in a tennis/pickleball program Lesson, Clinic, Tournament at DTI TRAINING CENTER and acknowledge that I understand that any and all risks, including that of negligence, whether known or unknown are expressly assumed by Participants and all claims, whether known or unknown, are expressly waived in advance.