



Love Serving Autism

Participant Waivers and Release of Liability

Each of the undersigned parent(s) or legal guardian(s) of the participant named below states as follows:

I am aware that normal and usual athletic and sports related activities have certain inherent risks and may cause injury or death to participants. However, I want them to participate in the **Love Serving Autism Inc.**, (the "Organization") sponsored tennis program and other events (the "Activities"), and I give my unqualified permission and consent for my them to participate in the Activities, subject only to any specific limitations noted below.

The participant has the necessary skills and is able to participate in all reasonably anticipated aspects of the Activities except as noted below. The nature of the Activities has already been fully disclosed to me, and any brochure, flyer or announcement relating to the Activities is expressly made a part of this Authorization & Waiver.

I, on behalf of the participant, hereby indemnify, release, hold harmless and forever discharge the Organization and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether negligence or otherwise, whether known or unknown, in law or equity, that I or my child ever had or may have, arising from or in any way related to my child's participation in any Activities conducted by, on the premises of, or for the benefit of nonprofit or for profit entities including **Love Serving Autism Inc.**; provided, that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

This Authorization & Waiver is binding upon the participant, the parent/guardian, their heirs, executors, legal representatives, successors and assigns. The provisions of this Authorization & Waiver will continue in full force and effect even after the termination of the Activities conducted by, on the premises of, or for the benefit of nonprofit or for profit entities including **Love Serving Autism Inc.**, whether by agreement, by operation of law, or otherwise.

This Authorization & Waiver is governed by the laws of the State of Florida and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Authorization & Waiver is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

This Authorization & Waiver contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Authorization & Waiver. The provisions of this Authorization & Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

Any claim or controversy that arises out of or relates to this Authorization & Waiver or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the chapter of the American Arbitration Association or similar group nearest to the Organization in accordance with its current rules and procedures.

In the event I cannot be reached, I authorize and direct any adult Activities sponsor or group leader representing **Love Serving Autism Inc.**, to make emergency medical decisions for the participant.

Please Print:

Name _____ **of** _____ **Participant:** _____

Medical Conditions. The participant is subject to the following allergies or medical conditions, and I authorize the Organization to disclose such allergies or medical conditions to a physician in the event they should require emergency medical care (describe allergies or medical conditions with specificity):

Prohibited Activities. As a result of the medical conditions described above or for other reasons, I do not want the participant to engage in any of the following activities (describe with specificity):

Photograph, Film or Vocal Recording Release

Love Serving Autism, Inc. may take pictures/video of the program participants during the tennis sessions throughout the year.

I authorize this release based on the following conditions:

1. These records become the property of Love Serving Autism, Inc. or its representatives.
2. The parent/legal guardian and the program participant do release to Love Serving Autism, Inc. any right, title and/or interest of any kind they may have in the records produced.

These records may be used for promotional, publicity or teaching purposes.

I hereby grant to Love Serving Autism, Inc. the right and authority to photograph, film and/or record vocally the participant.

**COVID-19 Waiver/Assumption of Risks and
Release of Liability Relating to Coronavirus**

I am fully and personally responsible for my own safety and actions while and during my participation with Love Serving Autism tennis events and I recognize that I may be at risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Love Serving Autism tennis events and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Love Serving Autism tennis events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Love Serving Autism tennis events employees, contractors, volunteers, and program participants and their families.

With full knowledge of the risks involved, I hereby release, waive, discharge Love Serving Autism, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

I agree to indemnify, defend, and hold harmless Love Serving Autism from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LOVE SERVING AUTISM USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM LOVE SERVING AUTISM IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LOVE SERVING AUTISM HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I am of lawful age and legally competent to sign this Authorization & Waiver. I understand the terms of this Authorization & Waiver and I have willingly signed it as my own free act. ****If the participant has two legal guardians, both must fill in the information requested and sign this Authorization & Waiver below.***

Participant Signature or Mark:

Date: _____

Please Print Name and Address of Parent(s) or Guardian(s)

Name:

Address:

Name (**Only necessary if participant has two parents or legal guardians*):

Address:

Please sign and date below:

Signature :

Date:

Second Signature (**Only necessary if participant has if two parents or legal guardians*):

Dated:

****PLEASE DO NOT SIGN below this line***

To be completed by representative of Love Serving Autism

Accepted on behalf of **Love Serving Autism Inc.:**

By: _____

Date: _____

Love Serving Autism

11231 US Hwy 1 #158, North Palm Beach, FL 33408

Love Serving Autism Inc. is a 501 (c) (3) Nonprofit Organization

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