

Frog Hollow Racquet Club Program Agreement Release, Assumption of Liability and Waiver

In order to use or to have access to Frog Hollow Racquet Club (“Frog Hollow”) or its facilities, equipment or personnel, or to participate in any program or event provided or sponsored by Frog Hollow, whether at Frog Hollow or another location (collectively, “Activities”), each participant in Activities named above (“Participant”) must submit a completed version of this Frog Hollow Racquet Club Program Agreement (“Agreement”). If the Participant is a minor child, this Agreement must be executed on behalf of the minor child (“Minor”) by the parent or legal guardian of the Minor, who shall also be included as the Participant.

NOTE: THE AGREEMENT CONTAINS IMPORTANT PROVISIONS AFFECTING THE PARTICIPANT’S LEGAL OBLIGATIONS IN CONNECTIONS WITH THE ACTIVITIES. The Agreement includes the following sections:

- I. Participant Agreement
- II. Frog Hollow Rules
- III. Medical Release and Consent to Treatment; Indemnification and Hold Harmless
- IV. Waiver of Liability, Release and Agreement Not to Sue

For purposes of this Agreement, “Frog Hollow” shall include Frog Hollow, R & H Sports Operations, LLC, and Frog Hollow’s owners, agents, members, insurers, employees, staff and any other persons or entities acting in any capacity with or on behalf of Frog Hollow.

PARTICIPANT MAY REQUEST A COPY OF THIS PROGRAM AGREEMENT FOR THEIR RECORDS.

Section 1 PARTICIPANT AGREEMENT

Participant hereby agrees to the following terms and conditions as set forth in the following Sections of this Agreement. Changes to Section I, Frog Hollow Rules, may be changed unilaterally at any time by Frog Hollow. All other Sections may only be changed with the agreement of the Participant.

NOTE: PARTICIPANTS WHO DO NOT COMPLETE THIS AGREEMENT, INCLUDING ANY AMENDMENTS OR MODIFICATIONS, WILL NOT BE PERMITTED TO PARTICIPATE IN ACTIVITIES UNTIL IT IS RECEIVED.

Section 2

FROG HOLLOW RULES

1. Refund/Return Policy: All sales are final (no account credits or refunds) with the exception of pro shop merchandise. Pro shop merchandise may be returned if unused, with proof of purchase, up to fourteen (14) days from purchase date for a full refund.
2. Cancellation Policy: Private/semi private lessons, and court rentals must be cancelled at least twenty-four (24) hours in advance of the scheduled time or the amount in full will be charged to player's account. Drop-in programs must be cancelled by 6 pm the evening prior to the scheduled activity or a \$15 cancellation fee will be charged.
3. Frog Hollow reserves the right to reassign tennis courts when necessary.
4. Proper tennis attire is required on tennis courts. No running shoes or black-soled shoes will be allowed while on the court.
5. Children under twelve (12), who are not participating in a supervised program must be accompanied by an adult.
6. Frog Hollow honors VISA, MasterCard, Discover, cash or personal checks for your convenience.
7. NO smoking is permitted inside the facility.
8. Cell phones must be turned off while on the tennis court.
9. Players that sign up for a program at the member rate must maintain an active membership throughout the length of the program.
10. Frog Hollow has the right to suspend a contract, membership or customer if:
 - a. Player is disruptive or abusive to fellow club or staff members.
 - b. Player damages the facility.
 - c. Player does not comply with Frog Hollow Rules.
 - d. All bills are not taken care of on time.
11. Memberships are to be paid in full with application and are not refundable or transferable. Court reservations will be accepted up to two (2) weeks prior to play.
12. All tennis instruction must be from Frog Hollow professional staff ("Pros").
13. Club must be open for business for players to be on the tennis court.

14. Frog Hollow Pros may move registered program players based upon player ability level.
15. Junior Players:
 - a. All students must be placed according to player ability level by a senior pro.
 - b. Clinics MUST be prepaid to reserve a player's spot.
 - c. If you do not pre-pay, player will be charged a daily rate for the class (players who pay daily rate are not guaranteed a spot in the class).
 - d. There is a player minimum for programs to run as scheduled. If that minimum is not met, players may be moved to other classes.
 - e. Frog Hollow reserves the right to cancel any program or clinic and will refund any prepaid fees for same
 - f. There is only 1 clinic make-up allowed per session - and it must be made up DURING the session the class was missed. Classes may be made up only if you call to notify the club before the missed class.
 - g. When a player is registered and paid in full for the current session, he/she can re-register on the same day, same clinic, 3 weeks in advance of the next session. If a player is not in the current session, or wishes to change days, he/she may sign up 2 weeks in advance of the next session.
 - h. Junior clinics and camps are non-refundable and non-transferable.
16. Frog Hollow reserves the right to unilaterally amend its rules at any time. The rules shall be posted in the main entrance lobby and all players or participants at the club agree to be bound by such rules, as may be amended from time to time.
17. Involvement in all Frog Hollow Activities shall be undertaken at your own risk (on or off site).
18. Frog Hollow will not be responsible for any cash valuables or personal property brought to the club.
19. The likeness of players may be used for Frog Hollow's web sites, publications, advertisements and other collateral materials.
20. Participation in the sport of tennis, or any sport, subjects the player to possible injury. Players agree, and parents or guardians of minor agree, by participating in Frog Hollow's activities that the club, its officers, owners, employees, agents and representatives and contractors shall have no liability for personal injury to player, their guests, or invitees.

Section 3.

MEDICAL RELEASE AND CONSENT TO TREATMENT; INDEMNIFICATION AND HOLD HARMLESS ("MEDICAL RELEASE")

Participant certifies that he or she is physically able to participate in all Activities without aid or assistance. Participant further agrees to assume the risk of any medical or physical condition that he or she may have.

Participant understands that Frog Hollow does not have medical personnel available at Frog Hollow and Frog Hollow may not have available any staff trained to provide medical assistance at the time of a medical incident or emergency. In the event of a medical emergency, Frog Hollow's sole obligation to Participant shall be to call "911."

If Frog Hollow determines that it would be prudent to administer first aid while awaiting the response of emergency personnel, Participant hereby gives consent to Frog Hollow to provide any and all emergency first aid treatment or other assistance to Participant, including but not limited to CPR (cardiopulmonary resuscitation), the use of an AED (automated external defibrillator), or EpiPens or similar devices. Frog Hollow shall have no obligation to administer first aid or emergency assistance other than to call "911," and shall have no liability for any first aid administered or withheld to Participant.

Participant authorizes Frog Hollow to share health information to medical personnel in order to provide emergency first aid treatment.

Participant agrees to pay all costs associated with any treatment provided by emergency medical personnel or medical providers and related transportation, and agrees to **INDEMNIFY** and **HOLD HARMLESS** Frog Hollow for any cost incurred in connection with treatment provided by medical personnel or medical providers.

Section 4 WAIVER OF LIABILITY, RELEASE AND AGREEMENT NOT TO SUE ("RELEASE")

In consideration of being permitted by Frog Hollow to participate in any Activities, Participant agrees to forever waive, release and discharge Frog Hollow as follows below. Such waiver, release and discharge is made on behalf of Participant and shall be effective for Participant, Participant's personal representatives, agents, next of kin, family, heirs and estate:

1. Participant acknowledges that participating in the Activities entails known and unanticipated risks, which could result in physical or emotional injury, including catastrophic injuries or damage to Participant, Participant's property or to third parties. Participant understands that such risks cannot be eliminated without jeopardizing the essential qualities of the Activities. **THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:** (1) The nature of the Activities including but not limited to collisions with persons, equipment, structures, and sports supplies; (2) Latent or apparent defects or conditions in equipment or property

supplied by Frog Hollow, or other persons or entities; (3) Use of property or equipment supplied by Frog Hollow, or other persons or entities; (4) Acts of other participants in this activity, or Frog Hollow; (5) physical condition, or acts or omissions by Participant (6) Conditions of the facility, property, surrounding grounds or terrain and accidents connected with their use; (7) The availability or unavailability of first aid emergency treatment or other services; (8) Bodily injuries including but not limited to scrapes or bruises, broken bones, concussions, allergic reactions, dehydration, heat stroke, and possibly catastrophic injuries such as paralysis or death.

2. After an opportunity to fully evaluate and understand the Activities and the risks involved, Participant expressly agrees and promises to **ACCEPT** and **ASSUME ANY AND ALL THE RISKS** existing in participation by Participant in the Activities. Participation by Participant in the Activities is purely voluntary and Participant desires to participate in the Activities despite of all risks, known or unknown.

3. After an opportunity to fully evaluate and understand the Activities and the risks involved, Participant hereby voluntarily releases, forever discharges, and agree to forever **INDEMNIFY** and **HOLD HARMLESS** Frog Hollow, R & H Sports Operations, LLC, and Frog Hollow's owners, its agents, members, insurers, employees, staff, and any other persons or entities acting in any capacity with or on their behalf, from any and all claims, demands, causes of action, suits, controversies, judgments, injuries, damages (including consequential damages, costs, expenses, attorneys' fees) which arise from or are in any way connected with participation in this Activities or use of Frog Hollow's equipment or facilities by Participant or others, **INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS BY FROG HOLLOW.**

4. Should Frog Hollow be required to incur attorneys' fees and costs to enforce this Release from Liability, Participant agrees to forever **INDEMNIFY** and **HOLD HARMLESS** Frog Hollow from all such fees and costs, including attorneys' fees

5. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

6. By signing this document, handwritten or electronically, Participant acknowledges that if anyone, including any Participant who is a Minor, is hurt, or property is damaged during participation in the Activities, a court of law may find Participant to have waived the right to maintain a lawsuit against Frog Hollow, its

agents, members, employees, and all persons or entities acting in any capacity on behalf of Frog Hollow.

7. To the extent that this Agreement is executed in a representative capacity on behalf of a Minor, Participant declares under penalty of perjury under Pennsylvania law that he or she has the legal authority to do so.

MY ELECTRONIC OR HANDWRITTEN SIGNATURE BELOW INDICATES THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS DOCUMENT. I HAVE CAREFULLY READ THE FROG HOLLOW PARTICIPATION AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS. BY SIGNING THIS PARTICIPATION AGREEMENT, I AGREE (FOR MYSELF OR ON BEHALF OF ANY PERSONS I AM LEGALLY AUTHORIZED TO REPRESENT) TO BE LEGALLY BOUND BY ITS TERMS. I UNDERSTAND THAT BY SIGNING THIS RELEASE FROM LIABILITY, THE PARTICIPANT AND I ARE RELEASING IMPORTANT LEGAL RIGHTS AND AGREEING TO ABIDE BY THE RULES OF FROG HOLLOW RACQUET CLUB.

Participant

PRINTED NAME OF SIGNATORY

Signature of Participant Named Above (If over 18)
If Participant is a Minor, Signature of Parent or Legal Guardian

Date