

WAIVER AND RELEASE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, a participant in the ball crew for the 2024 UAMS Health Little Rock Open, hereby irrevocably and unconditionally fully and finally releases and forever discharges, UAMS Health, Little Rock Open Tennis Foundation, an Arkansas nonprofit corporation, and each of their respective affiliates, directors, officers, employees, agents, personal representatives, successors and assigns, and each of the participants, volunteers, sponsors, patrons and other members of the ball crew of the 2024 UAMS Health Little Rock Open (collectively, the "Releasees"), and agrees to indemnify, defend and hold harmless the Releasees, from and against any and all claims, demands, actions, causes of action, injuries (including, without limitation, injuries resulting in death), damages, liabilities, and any and all other obligations of any kind or nature whatsoever, known or unknown, directly or indirectly arising out of, based on, resulting from or otherwise attributable or related to my participation in any of the events or activities conducted at the 2024 UAMS Health Little Rock Open, or for the benefit of, any of the Releasees, **AND EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING ARISING OUT OF, BASED ON, RESULTING FROM OR OTHERWISE RELATING TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY OF THE RELEASEES.**

I understand that the activities that I will participate in may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself and my heirs, assigns, next of kin and personal representatives, I waive all claims for damages, injuries and death sustained by me or my property that I may have against the Releasees to such activities. By executing and delivering this Waiver and Release, I assume any and all risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the Releasees.

In addition to the foregoing, I do hereby fully and freely consent to use of my photograph, picture, name, comments, and/or voice in any film, videotape, recording, sound track, and/or other mechanical means of recording picture and/or sound for the benefit of the 2024 UAMS Health Little Rock Open. I also consent to the unlimited use and reuse thereof on any advertising or promotional materials, including, but no limited to television, radio station, magazine, website, digital marketing materials and/or in any publication, at such time or times as the Releasees and their respective agents and assigns desire to use the same. I do hereby release and hold Releasees and their agents and assigns harmless from any liability arising out of the use of my image and/or voice in such publication, advertisement, broadcast, website, digital marketing materials and/or promotion.

I acknowledge that this Waiver and Release has been duly executed and delivered by me freely, voluntarily, and without duress, and this Waiver and Release constitutes a legal, valid and binding instrument enforceable in accordance with the terms hereof. If any portion of this Waiver and Release is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions contained herein which may be given effect without such invalid, illegal or unenforceable terms or provisions, and to this end the terms and provisions of this Waiver and Release are declared to be severable.

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

I have read, understand and fully agree to the terms of this Waiver and Release, I understand and confirm that by signing this Waiver and Release, I have given up considerable future legal rights. I have signed this Waiver and Release freely, voluntarily, under no duress or threat of duress, without inducement promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional Waiver and Release of all liability to the full extent of the law.

Printed Name

Signature

Date

Signature of Parent or Guardian if Minor