

WAIVE, RELEASE and HOLD HARMLESS AGREEMENT

THIS IS A LEGAL DOCUMENT. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP YOUR RIGHT TO BRING A LAWSUIT AGAINST THE SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ITS OFFICERS, DIRECTORS, EMPLOYEES, AND MEMBERS FOR ANY BODILY INJURIES OR PROPERTY DAMAGE AS FURTHER DETAILED HERIN. PLEASE READ THIS DOCUMENT CAREFULLY. YOU ARE FREE TO CONSULT WITH AN ATTORNEY OF YOUR CHOICE AND AT YOUR OWN EXPENSE.

In consideration of permission granted by Sun City Anthem Community Association, Inc. and Participant, in allowing my participation as a Vendor/Presenter/**Participant**, or other definition thereof, for USTA League Matches, and practices for the USTA Season 2025 (hereinafter referred to as "Activity"). We fully agree, represent, and covenant on behalf of ourselves, heirs, assigns and any other person or entity claiming by, under or through us as follows:

- 1. We acknowledge that participating in the Activity involves certain risks, known or unknown, and that injuries, death, property damage or other harm could occur to us or others. We fully accept and voluntarily assume all liability for all risks, including but not limited to, any injuries, damages, or harm which arise during, or result from, our participation in the Activity, including, but not limited to, any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Sun City Anthem Community Association inc. and/or its Board members, directors, members, departments, trustees, affiliates, employees, officers, contractors, agents or insurers and any guests 9hereinafter referred to as "Released Parties")**
- 2. We hereby waive all claims against any of the Released parties for any injuries, damages, losses or claims, including threat of claims, whether known and unknown, which arise during, or result from, out participation in the Activity of our presence at all facilities owned, operated, maintained and/or affiliated with or by Sun City Anthem Community Association, Inc., its Board members, directors, members, departments, trustees, affiliates, employees, officers contractors, agents, or insurers and any guests, regardless of whether or not caused in whole or in part by the negligence, or other fault, of any of the Released Parties. We release and forever discharge the Released Parties from all such claims.**
- 3. We agree to indemnify and hold the Released parties harmless from all losses, liabilities, damages, costs, fees, and/or expenses, including but not limited to reasonable attorney's fees, litigation costs and expenses, incurred by any of the Released Parties as a result of any threatened or potential claim(s) , actual claims or suits that we, our heirs, executors, administrators, or anyone claiming to act on our behalf, may bring against any of the Released parties to recover any losses, liabilities, costs, damages, fees and/or expenses which arise during, or result from, our participation in the Activity, or our presence at all facilities owned, operated, maintained and/or affiliated with Sun City Anthem Community Association, Inc., it's Board members, directors, members, departments, trustees, affiliates, employees, officers, contractors, agents or insurers and any guests, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released parties.**
- 4. We acknowledge and agree that this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada.**
- 5. We agree that this agreement is not an adhesion contract for the following reasons including, but not limited to: 1) entry and use is not an essential activity; and 2) We have the option to participate in the Activity in other forums, public or private, in Henderson or surrounding towns within Nevada, and therefore our bargaining power includes the entry and use of facilities other than those located within the Association.**
- 6. We hereby represent that we are eighteen (18) years of age or older, that we are signing this document freely and voluntarily, and that we are of sound mind, and not acting under any fraud, coercion, duress,**

compulsion or misrepresentation and we have carefully read and understand in its entirety this Waiver, Release and Hold Harmless Agreement and/or have sought legal advice to understand its terms and conditions accordingly, and hereby voluntarily execute same hereunder.

Executed this _____ day of _____, 2025.

**Participant Signature: _____ Printed
Name: _____**

**Participant Signature: _____ Printed
Name: _____**

**Participant Signature: _____ Printed
Name: _____**

**Participant Signature: _____ Printed
Name: _____**

**Participant Signature: _____ Printed
Name: _____**

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Name: _____**

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