

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT**

*****NOTE: This Document is Provided as a Template Only for USATT Member Clubs –
It Not a Substitute for Independent Legal Advice with Respect to Specific Jurisdictions*****

1. In consideration of being permitted to participate in Activities at **[INSERT NAME OF USATT MEMBER CLUB]**, I and/or my minor child, our personal representatives, assigns, heirs, and next of kin:
2. Acknowledge, agree, and represent that I and/or my minor understand the nature of Table Tennis Activities, including but not limited to risks involved in the sport itself together with all risks, known and unknown, associated with gatherings of people (“Activities”); and that I and/or my minor child are qualified, in good health, and in proper physical condition to participate in such activities. I further agree that if at any time I believe conditions or equipment to be unsafe, I and/or my minor child will immediately discontinue further participation in such Activity.
3. Fully understand that (a) Table Tennis Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death, harassment, exposure to inappropriate conduct and language (“Risks”); (b) these Risks and dangers may be caused by me and/or my child's own actions, or inaction, or the actions or inaction of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the “Releasees” named below; (c) there may be other risks and social economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, costs, and damages I and/or my minor child incur as a result of my participation in the Activity.
4. Hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs, and/or damages following such injury, disability, paralysis, or death, even if caused, in whole or in part, by the negligence of the “Releasees” named below.
5. Hereby release, discharge, and covenant not to sue USA Table Tennis, their respective administrators, directors, agents, officers, officials, volunteers, employees, other participants, clubs, chapters, state associations, National Member Organizations, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations; and I further agree that, if despite this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement, I and/or my minor child, or anyone on my and/or my minor child's behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
6. I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid the balance notwithstanding shall continue in full force and effect.

**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS
AND YOU SHOULD NOT SIGN IT UNLESS YOU UNDERSTAND AND AGREE WITH ITS TERMS.**

Signature of Participant

Print Name

Date

Signature of Parent/Legal Guardian
(If Participant is under age of 18)

Print Name of Parent/Guardian

Date