

WEIL TENNIS ACADEMY, INC.

**Representation: Assumption of the Risk: and Waiver of Liability
Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Weil Tennis Academy, Inc. ("the Academy") has put in place measures to prevent the introduction of COVID-19 within the Academy community; however, the Academy cannot guarantee that your child will not become infected with COVID-19 if he or she attends camp at the Academy. In making the decision to allow your child to attend camp, please bear in mind that the Academy is not an insulated and sheltered community. The Academy coaching, dining, administrative and cleaning staff all live off of the Academy campus, and though we do direct our staff to adhere to the shelter at home rules and other governmental guidelines, that is no guarantee that any one of them may become infected while off campus.

As part of these preventive measures, and until such time federal and state agencies remove the controls currently in place to stop the spread of COVID-19, in order to protect both campers and staff, the Academy requires that within a week of attending camp, campers must take a PCR test and provide a negative result and have a temperature of 100.0 or less upon their arrival. In addition, only campers who have adhered to the following preventive measures while living away from the Academy during this pandemic shall be permitted to enter into the Academy:

- sheltering at home for 14 days prior to the start of camp
- not knowingly come into contact with anyone that is infected with the virus; and
- not shown any symptoms of the virus.

In addition, if your child develops symptoms while at camp, he/she will be isolated and should be picked up from camp within a timely manner.

By signing this agreement, I represent that my child has adhered to the aforementioned preventive measures before their arrival to the Academy.

Further, on my behalf, and on behalf of my child, by signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child may be exposed to or infected by COVID-19 by living at the Academy or participating in Academy activities/tennis and fitness training and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Further, on my behalf, and on behalf of my child, I hereby release, waive, covenant not to sue, discharge, and hold harmless the Academy, its employees, agents, and representatives, of and from any such liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Academy, its employees, agents, and representatives.

Signature of Parent/Guardian **Date**

Print Name of Parent/Guardian **Name of Child**



Statement of Insurance

Today's Date: _____

DISCLOSURE: The Weil Tennis Academy & College Preparatory School enrollment contract does not include an international student health insurance plan. It is the parent's responsibility to purchase international travel insurance for foreign students. Please visit: <https://studyinthestates.dhs.gov> for more information.

Student Name: _____

Student Date of Birth: _____
(Month/Day/Year)

Policy Holder's Name: _____ Phone #: _____

Policy Number: _____

Policy Start Date: _____ **End Date:** _____

PRIMARY HEALTH INSUARNCCE COMPANY: _____

Address: _____

Phone #: _____

Primary Doctor: _____ Specialty: _____

Office Phone #: _____ Emergency Phone #: _____

We, the undersigned, affirm that all of the above information is correct and current. We grant the Weil Tennis Academy & College Preparatory School permission to release this information in a medical circumstance regarding the above named student.

Guardian Signature: _____ Printed Name: _____

Home Ph. #: _____ Cell Ph. #: _____

Work Ph. #: _____

Guardian Signature: _____ Printed Name: _____

Home Ph. #: _____ Cell Ph. #: _____

Work Ph. #: _____

PLEASE ATTACH A COPY OF INSURANCE CARD (FRONT & BACK)



OJAI VALLEY
ATHLETIC CLUB

GUEST WAIVER

The back of this form must be dated and signed.

Guest's (Parent's/Guardian) name: _____

Address: _____

City: _____ State: _____ Zip: _____

(work or cell): _____

All campers under age 18 must be listed below:

Minor's name: _____ Relationship to Signatory: _____

Minor's name: _____ Relationship to Signatory: _____

Minor's name: _____ Relationship to Signatory: _____

NOTICE: This form contains a WAIVER AND RELEASE on the reverse side to which you will be bound. DO NOT SIGN THIS FORM BEFORE YOU HAVE READ IT.

_____**Initial(s)**

Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement

I, the Guest, on my own behalf, and behalf of all others who are listed as Guests under this Agreement, including my unborn and/or minor children, and my and their personal representatives, assigns, successors, heirs, and next of kin, (hereinafter collectively referred to as the "Guests"), acknowledge and agree that the use of the facilities, services, equipment or premises of Ojai Valley Athletic Club (the "Club") by any of the Guests involves risk of injury to persons and property, and the Guests assume full responsibility for such risks for myself/themselves. The Guests agree and acknowledge that I/they have entered into the Agreement for use for use of the Club's facilities, services, equipment, or premises primarily for recreational purposes and not to use any specific piece of equipment or training methodology. In consideration of being permitted to enter the Club's facilities for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Guests agree to the following: the Guests are authorized to, and do hereby forever release and hold the Club, its and their directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents harmless from all liability to all the Guests, and any of my/their personal representatives, assigns, heirs and next of kin for any loss or damage sustained by any of the Guests. The Guests hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Guests and property damages sustained by any of the Guests, whether caused by the active or passive negligence of the Club or otherwise, while any of the Guests is in, upon, or about the Club's premises, or while using the Club's facilities, services, or equipment or while participating in any Club activity at any location. The Guests know, understand and appreciate that use of the Club's facilities and services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid any injuries or damages. The Guests hereby assert that their participation is voluntary and that they knowingly and expressly assume all such risks.

This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release"), includes, but is not limited to, claims based on the following: the Club's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, including personal training, or inadequate security or staffing, the Guests' use of the Club's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Club or any location in which the Club operates, including, but not limited to public facilities. Such facilities include, but are not limited to: exercise equipment, exercise rooms, weight rooms, locker rooms, sidewalks, parking lots, stairs, pool, whirlpool, spa, sauna, steam room, tennis/racquet/squash courts, or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Guests, or others in supervised or unsupervised activities at the Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Club's facilities, or otherwise, or while participating in any of Club's programs, classes, or activities, and accidental injuries occurring anywhere in or about the Club, including its dressing rooms, showers and other facilities.

The Guests also agree to indemnify and hold the Club harmless from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Guests in, upon, or about the Club's premises or in any way observing or using any of the Club's facilities, services or equipment, whether caused by a Guest's negligence or otherwise. The Guests further expressly agree that the Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

On behalf of the Guests, I acknowledge that I have carefully read this Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this Release, I, and all of the Guests are giving up any rights I or any and all of the Guests may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product on its premises.

I represent that I have the actual authority to and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Guests. I have read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

Date: _____ **Signature:** _____



**WEIL TENNIS ACADEMY
RELEASE, WAIVER AND INDEMNITY AGREEMENT**

We, as parents or guardians of the camper registered, HEREBY GRANT permission for the camper to participate in training by the Weil Tennis Academy, and to travel to and from and to participate in and attend tournaments, including those sanctioned by the United States Tennis Association, as individual members of that organization.

IN CONSIDERATION of participating in training, tournaments, special activities, field trips or other extracurricular activities offered by the Academy during the course of camp, including any fitness training by its employees (hereinafter "Training"), the participating camper and his or her undersigned parent or legal guardians, for himself/herself and themselves, and personal representatives, assignees, heirs and next of kin, agree and do further warrant that the camper's participation in "Training" is voluntary, and constitutes an acknowledgement that he/she/they waive any charges against any and all other parties.

Acceptance of the Camper's participation in "Training" is without assumption of responsibility of any kind by the Weil Tennis Academy, its management, staff, officers and employees. In consideration of the acceptance of the camper's participation in "Training" the undersigned hereby for and on behalf of himself/herself/themselves and personal representatives, assignees, heirs and next of kin, release and forever discharge the Weil Tennis Academy & College Preparatory School, its management, staff, officers and employees for any and all damages, losses or injuries which may be suffered or sustained by the Camper in connection with "Training" during the period for which such permission is granted and any period traveling to and from "Training". All such claims are hereby waived and released, and we covenant not to sue.

Therefore each of the signatories on this Contract expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and by the law of the state and/or country in which the "Training" is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE SIGNATORIES TO THIS CONTRACT HAVE READ AND VOLUNTARILY AGREE TO THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from this Contract have been made.

The signatories to this Contract further agree that, in the event of a dispute of any issues herein, this Contract shall be construed in accordance with the laws of the State of California, and further agree that any action concerning, relating to or involving this Contract must be held in Ventura County, California and the Student and his/her parents or guardians hereby consent to the jurisdiction of the courts of Ventura County, California.

Dated: _____

Signature of Guardian

Printed Name

Parental Consent Form for Publications and Media



Student Name: _____

The Weil Tennis Academy reserves the right to publish media (including photos, illustrations, videos, audio, and text) representing members of the Weil Tennis Academy community – students, alumni, faculty, staff, and the families of students (including guardians) – via School publications, promotional materials, and media relations. We are asking you to sign below, granting your permission for the duration of your child’s tenure at the Weil Tennis Academy, for the use or disclosure of identifying information in such publications and media, including printed and online community directories.

The possible uses may include but are not limited to the following:

Weil Tennis Academy may publish the names of the students and family members, the students' class year, and at times, the city or country of their residence.

Weil Tennis Academy may use photographs or images that include students, family members (including guardians), and other members of the Academy community in Academy publications, on the web, and in videos.

Weil Tennis Academy may post some of these materials using social media accounts it maintains including Facebook, Twitter, Instagram, YouTube, and Periscope.

Parent/Guardian signature: _____

Date: _____

If you should wish to change any of these permissions at any time, please notify the Academy by calling 805-640-3413, or e-mailing acddemy@weiltennis.com.



Camp Travel Plan Form

Camper Name(s): _____

Dates Attending Camp: _____

Best contact #: _____

Please check applicable arrival mode and fill in the information requested:

Arrival Plans:

___ Car

Arrival Date: _____ Estimated Arrival Time: _____ (Check---in opens at noon on Sunday)

___ Train

Arrival Date: _____ Train Arrival Time: _____
Arrival Station: _____ Pickup by Academy needed? Y / N

___ Plane

Arrival Date: _____ Plane Arrival Time: _____

Arrival Airport: _____

Shuttle plans for airport to Academy: (i.e. Roadrunner Shuttle, Ventura County Airporter, Super shuttle, etc.):

Departure Plans:

___ Car

Date: _____ Please note camps end on Fridays at 4:00pm
Camper to be picked up by: _____

___ Train

Date: _____ Train Departure Time: _____
Station – please circle --- Oxnard or Ventura_ Dropoff by Academy needed? Y / N

___ Plane

Date: _____ Plane Departure Time: _____

Airport: _____

Shuttle plans for airport to Academy: (i.e. Roadrunner Shuttle, Ventura County Airporter, Super shuttle, etc.):

4) Other: