

Summer Camp Waiver Addendum

In consideration of my entry and use of the "Tennis Court Areas", as defined below, used by GMH Enterprises, Inc. dba TenniStar Sports, (the "Company"), by signing up for TenniStar Camp and acknowledging I have read this Tennis Court Areas Use Release and Waiver (the "Release"), I agree to the following terms and conditions.

1. Definition: As used herein, "Tennis Court Areas" shall mean the Company's Tennis Court(s) and the area and property adjacent to, related to, or associated with the Company's Tennis Court(s), including, but not limited to, the Tennis Court deck, Tennis Court furniture, doors, fences, gates, bathrooms, bathroom doors, showers, sinks, club, locker room, water fountains, entrances, equipment, handrails, Tennis Court nets, doorknobs/door handles, and any other fixtures, property or equipment located in or adjacent to the Tennis Court Areas as applicable.
2. I understand that the Company is requiring all clients and guests to execute and submit this Release before entering and using Tennis Court Areas, in an effort to promote the safety and enjoyment of those using the Tennis Court Areas and prevent or limit the spread of the COVID-19 virus.
3. I further understand and agree that the Tennis Court Areas are, despite possible periodic cleaning and disinfection, a potential source of transmission of contagious pathogens that could cause viruses, such as a COVID-19. I also acknowledge that, in addition to other risks associated with the Tennis Court Areas, others who use the Tennis Court Areas may be infected with contagious viruses, such as COVID-19. I for myself and my Minor(s), if any, acknowledge, understand and agree that by entering, being in proximity to, and being in the Tennis Court Areas and/or using portion of the Tennis Court Areas, I may be exposed to and may contract a contagious virus, such as COVID-19, and I voluntarily and knowingly assume all such risks associated with entering, being in, being in proximity to, or using the Tennis Court Areas, including, without limitation, the risk that I or the Minor, if any, may be exposed to and may contract to COVID-19. I am aware of the danger that COVID-19 may present to my health and the health of my family, friends and co-workers, including serious illness, hospitalization, and death, and I understand and acknowledge that I may contract COVID-19 and to assume these risks on behalf of myself and the Minor, if any, by entering the Tennis Court Areas.
4. I agree that if I test positive for COVID-19, believe myself to be symptomatic of COVID-19, or have been in contact with someone who has tested positive for COVID-19, I will not enter, use, enjoy, the Tennis Court Areas for at least fourteen (14) days after the date of the positive test, full alleviation of such symptoms, or most recent contact with someone who has tested positive for COVID-19, whichever is later, in order to prevent the others who may use the Tennis Court Areas from becoming infected with COVID-19. I agree that if I come to understand that I or the Minor was likely infected with COVID-19 while in the Tennis Court Areas, that I will contact the Company so they can notify people who were in the Tennis Court Areas at the same time.
5. I, for myself, on behalf of the Minor, my/our heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of my or the Minor's injury, illness, or death including, without limitation caused by contracting COVID-19, or the injury, illness, or death, including, without limitation, contracting COVID-19, hereby knowingly, voluntarily, and intentionally release and hold harmless the Company, its Board of Directors, officers, management agent, employees, and agents from any and all liability, injuries, causes of action, including negligence, damages and claims related to any injury, illness, or death including, without limitation, any claims relating to contracting COVID-19, that may befall myself or the Minor arising out, related to, resulting from, or cause by my or the Minor's entrance, presence, or use of the Tennis Court Areas. Notwithstanding the foregoing, I understand and agree that no provision of this Release shall be construed to constitute my waiver of any such claims against the Company arising out of the gross negligence or willful misconduct of the Company, its employees, or agents. I agree to indemnify and defend the Company, its employees, and agents for any accidents, claims, demands, injuries, causes of action, allegations, harm or personal loss that may befall me or the Minor related to or in connection with my use of the Tennis Court Areas, including, without limitation, a subsequent COVID-19 infection.
6. I further understand and agree that by checking the box below, I understand that this Release supplements, but does not replace, repeal, or limit the applicability of any other rules and regulations of the Company relating to the Tennis Court Areas, and I willingly agree to comply with all such rules and regulations relating to the Tennis Court Areas, including any requirements to wear facemasks in the Tennis Court Areas, to adhere to social distancing requirements, to wipe down furniture before and after use, and to follow instructions of Tennis Court staff.
7. To the extent that the Company, its officers, directors, agents, or employees are found liable for any claim, injury or damages of any nature arising from my or Minor's entry, presence or use of the Tennis Court Areas, on behalf of myself and Minor, I waive any claim against the Company, its agents, or employees for consequential, special or punitive damages. Claims may not be joined or consolidated unless agreed to in writing by all parties.

I UNDERSTAND THE RISKS OF USING THE TENNIS COURT AREAS AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE. I AGREE THAT DUE TO UNKNOWN LIABILITY CONCERNS ARISING OUT OF COVID-19, THE USE OF THIS RELEASE IS AN APPROPRIATE AND REASONABLE CONDITION TO ALLOW FOR THE OPENING OF THE TENNIS COURT AREAS ANY MY USE OF THE TENNIS COURT AREAS. The terms of this Release are severable. If any part of it is held by a court of law to be unenforceable, the remaining provisions shall nevertheless be effective and enforceable.