



SPRING BREAK TENNIS

Statement of Liability & Responsibility

This Agreement constitutes a contract between

(College/University/School name)

herein referred to as "The Team," and Tennis Unlimited, Inc., owner/operator of Spring Break Tennis.

The Team agrees to indemnify the owner of any site used for Spring Break Tennis activity (herein after "owner"), said owner being intended beneficiaries of this contract, for any damages to dwellings, grounds, structures, furnishings or any other property, real or personal, caused by The Team, its students, participants, agents or that of persons in The Team's party of their guests, which occurs during or as a result of The Team's presence on or about owner's property.

In further consideration of the mutual promises, benefits and covenants among the parties, The Team hereby covenants and agrees to indemnify, defend and hold The Owner harmless from the consequences of any property loss or damage, death, bodily injury, personal injury and/or property damage whatsoever, accrued or suffered or sustained from or by reason of any act, neglect or default of The Team, its agents, students, participants, servants, employees, party or their guests, or their property, upon the area covered by this agreement and whether or not acts, neglect or defaults on the part of the owner, its agents, servants or employees, may have contributed to such loss, injury or damage, except that The Team shall not be held responsible to owner, under this agreement, for any loss of life, or personal injury or property damage accruing solely from the owner's own gross negligence, without any contributory negligence, to any extent, of The Team, its party, agents, students, participants, servants, employees, fans or their guests.

Further, The Team agrees to release Tennis Unlimited, Inc, any sanctioning associations, sponsoring organizations, including The Hilton Head Beach & Tennis Resort, Beaufort County School District, the owner and other sponsors from any and all responsibility for accidents or losses incurred at the location of the event, or traveling to or from the event.

Signature for The Team: _____ . (Seal) date: _____ .
(Coach, as representative of the School)

Tennis Unlimited: _____ . (Seal) date: _____ .
(Raymond A. Yost - Owner/Operator)