

Release Of All Claims

BROOKLINE PLATFORM TENNIS CLUB, LLC

I, _____ for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree with Messina College at Boston College (“the College”) and the Brookline Platform Tennis Club, LLC (the “Club”) as follows:

1. I am a member of the Brookline Paddle Tennis Club (“the Club”), a guest of a member, or have been invited to participate in a Club approved event such as a tournament, clinic, or social event.
2. In my capacity as a member or guest of the Club, I plan to use the paddle tennis courts and facilities (“the Courts and Facilities”) at the College.
3. I understand that I will use the Courts and Facilities in their “as is” condition, and that my use of the Courts and Facilities will be at my own risk, regardless of weather conditions or the condition of the Courts and Facilities or Campus before, during, and after my use of the Courts and Facilities.
4. In consideration for the College’s permitting members of the Club, and me, to use the Courts and Facilities at the College pursuant to the Facilities Use Agreement between the College and the Club, I hereby release the College, its trustees, administrators, faculty, staff, students, employees and agents (“the Releasees”), from any and all claims or causes of action that I might have against the Releasees, for any injury or loss that I might suffer while I am on the College’s campus, while I am using the Courts and Facilities or other facilities at the College, or arising from or in any way connected to my use of the Courts and Facilities or other facilities. This Release covers claims or causes of action for negligence, gross negligence, breach of contract, or any other claim or cause of action that I might have against the Releasees.
5. Furthermore, in consideration for the Club’s providing access to the Courts and Facilities pursuant to the Facilities Use Agreement between the College and the Club to the members of the club, and me, I hereby release the Club, its managers, officers, members, staff, employees, and agents (the “Club Releasees”), from any and all claims or causes of action that I might have against the Club Releasees, for any injury or loss that I might suffer while I am on the College’s campus, while I am using the Courts and Facilities or other facilities at the College, arising from or in any way connected to my use of the Courts and Facilities or other facilities, or arising through my participation in platform tennis games, practices, matches, tournaments, and the like. This Release covers claims or causes of action for negligence, gross negligence, breach of contract, or any other claim or cause of action that I might have against the Club Releasees.
6. I understand and agree that the College reserves the right in its sole discretion to require the Club to terminate immediately any Club member’s or guest’s ability to utilize the Courts and Facilities in the event of violation of any rules, regulations and policies promulgated by the College, or if the College determines in its sole discretion that a Club member’s or guest’s behavior has, will or may have a negative effect upon Pine Manor, its trustees, employees, students or reputation.

7. This Release is binding on my heirs and anyone claiming by or through me.

8. I understand that the College is relying on the accuracy and good faith of the statements I have made in this Release and that the College would not permit me to use the Courts and Facilities in the absence of my signing this Release.

9. I have read and I understand this Release, and I am signing this Release of all Claims voluntarily and knowingly.

I have read and understand this Release and am signing it voluntarily and knowingly.

Name: _____

Address: _____

Signature: _____
