

**HAMPTON HOUSE AT HAMPTON COVE
RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

I, the below signed participant (the “Participant”), desire to participate in tennis, swimming, fitness or any related instruction, practice, clinic, meet and/or match or any related activity whether recreational or competitive (the “Activity”) at the Hampton House facility operated by Hampton House, Inc. (the “Company”). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this Release (this “Release”).

I AM AWARE AND UNDERSTAND THAT: (A) REGARDLESS OF THE PRECAUTIONS TAKEN BY THE COMPANY, MYSELF, AND OTHER PARTICIPANTS, I MAY BE EXPOSED TO AND POTENTIALLY CONTRACT COVID-19; AND (B) I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE POTENTIAL EXPOSURE RISK INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS ASSOCIATED WITH SUCH EXPOSURE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, OTHER PARTICIPANTS OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction, against the Company, and its officers, directors, employees, agents, affiliates, shareholders, successors and assigns (collectively, “Releasees”), on account of COVID-19 exposure, infection, illness, hospitalization and/or death, arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company, other participants, any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Release, arising out or resulting from any claim of a third party related to the Activity.

In the event that any provision of this Release is adjudicated to be unenforceable, I agree that such a determination shall, in no way, affect the validity and enforceability of the remaining provisions of this Release, all of which shall remain enforceable to the fullest extent permitted by law.

I HAVE CAREFULLY READ THIS RELEASE, WITHOUT ANY TIME CONSTRAINTS BEING PLACED ON ME, AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS. I ACKNOWLEDGE THAT I AM VOLUNTARILY SIGNING THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND AM AWARE THAT, BY SIGNING IT, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND IT IS MY INTENTION TO DO SO FREELY AND WITHOUT COERCION OR DURESS OF ANY TYPE.

Print Name of Participant: _____

Participant or Parent/Guardian Signature: _____

Date: _____

For Minor Participants:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and by signing below, I hereby do consent to the terms and conditions of this Release.

Print Name of Parent/Guardian: _____

Parent/Guardian Signature: _____