

2010 US Open National Playoffs Player Release and Consent Form

"In consideration of the acceptance of my entry, I acknowledge the risks associated with participating in the 2010 US Open National Playoffs and/or any event staged in connection therewith (collectively, the "2010 US Open National Playoffs"), accept those risks voluntarily and hereby for myself and on behalf of my heirs and legal representatives release and discharge United States Tennis Association Incorporated ("USTA"), its related and/or affiliated corporations, including, but not limited to, the 17 Sectional Associations, the facilities where the 2010 US Open National Playoffs are held, and their respective officers, directors, employees, volunteers, and representatives (collectively, the "Released Parties"), of and from any and all claims and demands of every kind, nature and character for any loss, injury, damage, which I may suffer or sustain, by negligence or otherwise, to the fullest extent permitted by law in connection with any aspect of the 2010 US Open National Playoffs, including but not limited to any action and/or decision taken regarding the conduct of any matches.

In consideration of the acceptance of my entry, I hereby agree to abide by all applicable rules, regulations and codes of the USTA and the 2010 US Open National Playoffs including but not limited to the Referee, or his/her designee, who will have the authority to take any action he/she deems necessary in the interests of the 2010 US Open National Playoffs, including but not limited to defaulting a player, without any resulting liability for any of the Released Parties. Players are strictly prohibited from taking motion pictures, still pictures, sound recordings and any other reproductions of any description in the locker rooms. I am aware of and accept that: (1) I am strictly prohibited, directly or indirectly through others, from wagering anything of value in connection with the 2010 US Open National Playoffs; (2) I am strictly prohibited, directly or indirectly through others, from offering or receiving anything of value to or from any person with the intent to influence any Player's efforts in the 2010 US Open National Playoffs; and (3) any violation of these regulations will subject me to severe penalties including but not limited to suspension from play in all USTA events.

I am aware of and accept that: (1) The 2010 US Open National Playoffs is subject to extension and/or cancellation (in whole or in part) due to force majeure or other events as determined by the USTA in its sole discretion; and (2) The USTA reserves the right, in its sole discretion, to cancel in whole or in part, for whatever reason the 2010 US Open National Playoffs. I hereby agree that I will be respectful of all sponsors, television partners and business partners; and (3) I hereby grant to the USTA, the US Open National Playoffs and their assignees the right to use or authorize the use of my name, voice, likeness, signature and biographical material without additional consideration for the purpose of publicizing, promoting and advertising the USTA and its related parties and/or affiliates, and the US Open National Playoffs and for the televising, broadcasting and filming of the same; and hereby grant and assign to the USTA, The US Open National Playoffs and their assignees in perpetuity throughout the world the right to make, use, show and reproduce in any way now known or hereafter devised, for commercial and non-commercial purposes without additional consideration, still pictures, motion pictures, sound recordings, posters, live, taped or filmed television taken of me during the 2010 US Open National Playoffs.

In further consideration of the acceptance of my entry, and to assist the USTA in its mission to promote and develop the growth of tennis, I hereby agree to: (1) Cooperate with the media in reasonable pre-match interviews, post-match interviews, press conferences (including, if requested, interviews on-court and finals ceremonies), (2) Participate, if requested, in the 2010 US Open National Playoffs champions ceremony (if applicable), and (3) Participate, if requested, in Arthur Ashe Kids' Day promotional activity or another reasonable promotional activity (not to exceed 60 minutes) related to the 2010 US Open. My participation in any of the promotional activities outlined herein shall not be identified as or represented to be an endorsement by me of any product, service or company.

I understand that (1) Entry by my parent, legal guardian, coach, or agent in no way diminishes the application of the above rules, and (2) I will not be allowed to participate in any competition at the 2010 US Open National Playoffs until this entry form has been duly signed by me. This agreement shall be construed in accordance with the laws of the State of New York, USA, without regard to its principles of conflicts of laws. Any dispute arising under this agreement shall be litigated in a federal or state court of competent jurisdiction located within the City of New York, State of New York, USA."

Name (first, last) _____

Date of Birth (mm/dd/yyyy) _____ Place of Birth _____

Sectional Association of Residence _____

Home Street Address _____

City _____ State _____ Zip Code _____

Country _____ Nationality _____

Telephone # _____ Fax _____

Email _____ USTA Member ID # _____

Signature _____ Date (mm/dd/yy) _____