



# BENT WATER®

## Summer 2025 Junior Racquets Camp Registration Form

Student Name

Student age

Birthday

Parents name

Club Member #

Contact Phone #

Contact email address

☐ Bill my club account

Member Signature

Date

### SELECT YOUR CAMP

☐ **MINI CAMP**

Ages 5-6 (Ages 5-6 may not attend full camp)

8:00-8:50 am

☐ **FULL CAMP**

Ages 7-12

8:00-10:30 am

### SELECT YOUR SESSION

☐ **SESSION 1**

May 26-29

☐ **SESSION 2**

June 2-5

☐ **SESSION 3**

June 9-12

☐ **SESSION 4**

June 16-19

☐ **SESSION 5**

June 23-26

☐ **SESSION 6**

June 30-July 3

☐ **SESSION 7**

July 7-10

☐ **SESSION 8**

July 14-17

☐ **SESSION 9**

July 21-24

☐ **SESSION 10**

July 28-31

☐ **SESSION 11**

August 4-7

### Mini Camp

\$60/Session or \$20/Day

### Full Camp

\$150/Session or \$60 Day

Please sign release form on back ➞

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this "Agreement") is made by the undersigned Guardian (the "Guardian"), on behalf of

\_\_\_\_\_ (the "Participant"), and Bentwater Yacht & Country Club, Ltd., a Texas limited partnership (the "Club"). In consideration of the right to participate in or be present at the Club-sponsored Bentwater Summer 2024 Junior Racquets Camp (the "Junior Racquets Camp") and the right to access, use, and enjoy the Club's amenities and common areas necessary for participation in the Junior Racquets Camp, which amenities include the Club's tennis and pickleball courts (the "Club Facilities"), and for other good and valuable consideration, the sufficiency of which is acknowledged by Guardian, Guardian, on behalf of Participant, agrees to the following terms and conditions: 1. Guardian acknowledges the inherent risks involved in the use of the Club Facilities, including, but not limited to, bodily injury, sickness, disease, and death. Guardian also acknowledges that Participant's use of the Club Facilities is potentially dangerous and that the type of injury or damage described above can occur when using the Club Facilities. Guardian acknowledges that Participant's use of the Club Facilities is done with full knowledge and disclosure of the risks and dangers associated with such use. Guardian and Participant must comply (and must cause any guests, invitees, or licensees of Guardian and Participant to comply) with the Club's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing Guardian's and Participant's (and their guests', invitees', and licensees') use of the Club Facilities in connection with the Junior Racquets Camp. 2. Guardian hereby assumes all responsibility for and all risk of damage or loss of any kind, including, but not limited to, bodily injury, sickness, disease, death, personal property loss or damage, and damages of any kind (collectively, "Damage") sustained by Participant or any other party arising out of or relating to Participant's (or Participant's or Guardian's guests', invitees', or licensees') presence in or use of the Club Facilities in connection with the Junior Racquets Camp. This assumption of responsibility and risk includes (without limitation) such Damage caused, or alleged to be caused, in whole or in part by the negligence of any of: the Club, J.B. Land Co., Ltd., Bentwater on the North Shore, Ltd., or members (of an LLC), committee members, employees, partners, agents, successors, assigns, affiliates, contractors, subcontractors of any tier, sister and parent companies, subsidiaries, and interrelated companies of the foregoing (collectively, the "Indemnified Parties"). Guardian acknowledges that the Indemnified Parties are not insurers and that Guardian assumes all risks for Damage and Guardian further acknowledges that the Indemnified Parties have made no representations or warranties, nor has Guardian relied upon any representations or warranties, expressed or implied, as to the safety of the Club Facilities. 3. Guardian acknowledges that it is Guardian's responsibility to ensure that Participant consults with a physician before using the Club Facilities in connection with the Junior Racquets Camp. Guardian represents and warrants to the Indemnified Parties that Participant and any of Guardian's or Participant's guests, invitees, and licensees are sufficiently healthy and physically able to use the Club Facilities and to engage in physical activities in the Club Facilities in connection with the Junior Racquets Camp. 4. THE UNDERSIGNED GUARDIAN IS A PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT. AS A CONDITION OF PARTICIPANT'S USE OF THE CLUB FACILITIES IN CONNECTION WITH THE JUNIOR RACQUETS CAMP, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY PARTICIPANT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN OR PARTICIPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO PARTICIPANT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE CLUB FACILITIES IN CONNECTION WITH THE JUNIOR RACQUETS CAMP (THE "GUARDIAN INDEMNIFIED CLAIMS"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES. 5. ON BEHALF OF PARTICIPANT AND PARTICIPANT'S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, GUARDIAN WAIVES, RELEASES, ACQUITS, AND FOREVER DISCHARGES THE INDEMNIFIED PARTIES FROM ALL CLAIMS (AS DEFINED ABOVE), THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, IN EACH CASE ARISING OUT OF OR RELATING TO PARTICIPANT'S PRESENCE IN OR NEAR THE CLUB FACILITIES AND PARTICIPANT'S USE OF THE CLUB FACILITIES IN CONNECTION WITH THE JUNIOR RACQUETS CAMP (COLLECTIVELY, THE "RELEASED CLAIMS"). SUCH WAIVER, RELEASE, ACQUITTAL, AND DISCHARGE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH ACTUAL OR ALLEGED NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM. PARTICIPANT OR GUARDIAN MAY NOT COMMENCE OR MAINTAIN ANY SUCH RELEASED CLAIM AGAINST ANY OF THE INDEMNIFIED PARTIES, AND GUARDIAN, ON BEHALF OF PARTICIPANT, FOREVER RELEASES AND DISCHARGES THE INDEMNIFIED PARTIES FROM LIABILITY UNDER THE RELEASED CLAIMS. 6. Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Club, Guardian, and Participant and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Montgomery County, Texas and Guardian hereby consents to the exclusive jurisdiction of such courts. Guardian acknowledges that Guardian has read and understands this Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Club governing Participant's use of the Club Facilities in connection with the Junior Racquets Camp. Guardian, on behalf of Participant, knowingly and voluntarily agrees to the terms and conditions stated above.

GUARDIAN

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_