

Waivers and Disclaimers

Waivers, Disclaimers and Privacy Policy

The registrant or their Parent/Guardian understands and accepts that he/she is taking tennis lessons at his/her own risk. Registrant hereby expressly waives any claim of liability against BENCHMARK TENNIS, LLC and their agents and contractors for any negligence, personal injury, premises liability or other damages which occur to registrant during the above-described tennis lessons, programs and/or camps. This waiver is a complete release of any responsibility for injuries or damages sustained whether or not the registrant was engaged in playing tennis at the time of the injury.

ASSUMPTION OF RISK: The undersigned hereby acknowledges that TENNIS IS A SPORT, WHICH CARRIES INHERENT RISK OF INJURY AND DAMAGE TO THEIR PERSON AND PROPERTY. The specific risks of injury to person vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death. THE UNDERSIGNED KNOWINGLY ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN, STEMMING FROM THEIR PARTICIPATION IN BENCHMARK TENNIS, LLC'S TENNIS INSTRUCTION PROGRAM AND ALL RELATED ACTIVITIES.

- In order that I or my child (children) may receive necessary medical treatment in the event of an illness or injury. I hereby authorize the program staff of Benchmark Tennis, LLC to act in my or my child's (children's) best interest according to the staff's best judgment in any emergency.
- I release the program staff from any and all responsibility for any injury which I or my child (children) may sustain arising out of participation in this program.
- I, the undersigned (self, parent or guardian) certify that the participant is in good and sufficient health to participate in the program and recreational activities at Benchmark BeachTennis, LLC.

PERSONAL BELONGINGS: BENCHMARK TENNIS, LLC is not responsible for any personal belongings which may be lost, broken, missing or stolen.

PERMISSION TO USE LIKENESS: The undersigned further agree to allow, without compensation, myself or my child's likeness to appear, and to otherwise be used, in material, regardless of media form, promoting BENCHMARK TENNIS, LLC and/or its events and activities.

I understand that any photo and/or video that was taken by BENCHMARK TENNIS, LLC staff during class or camp tennis activities is the sole property of BENCHMARK TENNIS, LLC and may be used for promotional materials via print or on social media. If you would like to request that we remove an image/video of you or your child, please contact us at sjbenchmarktennis@gmail.com.

SMS Privacy Policy

Effective Date: Nov 1 2023

This SMS Privacy Policy explains how Benchmark Tennis LLC collects, uses, and protects the information obtained through our SMS services.

1. Information We Collect:

We may collect the following information when you subscribe to or use our SMS services:

- Mobile phone number
- Name (if provided)
- Message content

2. How We Use Information:

We use the collected information for the following purposes:

- To provide the requested SMS services
- To send important notices, updates, and promotional messages
- To improve our services and user experience
- To comply with legal requirements

3. Consent:

By subscribing to our SMS services, you consent to the collection, use, and disclosure of your information in accordance with this Policy.

4. Opt-Out:

You can opt-out of receiving SMS messages at any time by replying "STOP" to any message. Standard message and data rates may apply.

5. Data Security:

We implement reasonable security measures to protect your information from unauthorized access and disclosure.

6. Disclosure to Third Parties:

We do not sell, trade, or otherwise transfer your information to third parties without your consent, except as required by law.

7. Changes to this Policy:

We reserve the right to update this Policy at any time. The updated Policy will be effective upon posting on our website.

8. Contact Us:

If you have any questions or concerns about this Policy, please contact us at 669-322-8667.