



MCB Tournament Waiver

Covenant Not to Sue; Release and Waiver: In consideration of the Maureen “Little Mo” Connolly Brinker Tennis, (“MCB”) accepting the registration or application and membership of Participant and/or Participant’s registration or application in any (i) MCB sanctioned tournament or event, or (ii) any other event for which applications are accepted through links on any website associated or partnered with MCB (collectively, a “Tournament” or “Tournaments”) Participant (or if Participant is a minor, Participant’s Parent and/or Guardian) covenant and promise not to sue or bring any claim, demand or other action against MCB and its affiliates, or any of their members, directors, officers, employees, attorneys, volunteers, sponsors, committees, representatives, independent contractors or agents, including but not limited to any organization or individual conducting any tournament or event of any kind and any committees, organizations, officials, or individuals associated therewith and their respective successors or assigns (collectively, the “MCB Parties” or individually a “MCB Party”), and discharge, release and waive each of them from all liability in connection with all allegations, demands, or other claims for any of (1) personal injury or illness (including death) and/or (2) damage to, or loss or theft of property (including, without limitation, personal items, car, and money), and/or (3) any other losses or damages (whether monetary or otherwise) that may be alleged or claimed against any MCB Party arising, directly or indirectly, or to any extent whatsoever, from Participant’s (1) membership in MCB; (2) presence at or participation in any Tournament (or travel to and from thereto); (3) receipt of medical care or treatment for any physical or mental condition; (4) use of services, premises, and equipment by whomever provided; and (5) involvement in accidents; travel; exposure to inclement weather; and/or any other circumstance or cause of a similar nature, but excluding MCB’s gross negligence, willful misconduct or criminal behavior. Participant and if applicable, Participant’s Parent or Guardian acknowledge and agree that the provisions hereof shall be binding upon Participant’s heirs, family, next of kin, personal representative, successors and assigns.

Indemnification: Participant and Parent/Guardian also agree to indemnify and hold harmless each of the MCB Parties from any and all actual or threatened claims, detriments, rights, remediation, counterclaims, liens, controversies, obligations, agreements, suits, causes of action, actions, demands, liabilities, losses, damages, assessments, judgments, fines, penalties, threats, sums of money, accounts, costs, expenses, known or unknown, direct or indirect, at law or in equity or in settlement or in any other proceeding and whether or not suit was filed thereon (collectively, the “Claims”, individually a “Claim”) directly or indirectly, to any extent whatsoever, caused by Participant and/or his/her Parent/Guardian and to reimburse upon demand the MCB Parties for any and all expenses or other damages incurred for Claims brought against any of the MCB Parties as a result of Participant’s and/or his/her Parent’s/Guardian’s membership in MCB; presence at or participating in any Tournament; receipt of medical care or treatment for any physical or mental condition; use of services, premises, and equipment by whomever provided; as well as Participant’s and/or his/her Parent’s/Guardian’s negligence, willful misconduct, or criminal behavior; involvement in accidents; travel; exposure to inclement weather; and/or any other circumstance or cause of a similar nature, but excluding MCB’s willful misconduct or criminal behavior. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF ANY MCB PARTY BUT WILL NOT APPLY TO THE EXTENT A CLAIM IS CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL BEHAVIOR OF ANY MCB PARTY.** Participant and his/her Parent/Guardian agree to pay all costs and attorneys’ fees and expenses incurred by any of the MCB Parties with respect to any matter contained in this Consent, Release, Waiver and Indemnification including, without limitation, any costs and expenses or other damages incurred by or in connection with investigating and/or defending a Claim, proceeding or otherwise.

Authorization of Photography, Film, Audio, and Text: Participant and his/her Parent/Guardian hereby irrevocably grant to MCB, its successors and assigns, its agents and those whom it commissions or permits to be at the Tournament, the absolute, unrestricted and unlimited license, right, permission and consent to collect, use and reuse, disseminate, copyright, print, reproduce, publish and republish, for any and all trade purposes or commercial or other advertising or public purposes, and in any and all advertising, publicity, display, publication or media (collectively, a "Publication"), Participant's name, biographical materials, signature and likeness, and any portraits, pictures, photographic prints or other representations of Participant, or in which Participant may appear, or any reproductions or sketches thereof or parts thereof, photographic or otherwise (collectively, "Participant's Name and Likeness") with such additions, deletions, alterations or changes therein as MCB in its discretion may make, either separately or together with Participant's name or a fictitious name, or the name of another person, with or without any statements or testimonials made by Participant, or authorized by Participant which MCB in its discretion, prepare for use in connection therewith. Participant and his/her Parent/Guardian warrant that they have not limited or restricted the use of Participant's name or photograph to the use of any organization or person. Participant and his/her Parent/Guardian understand that in proceeding with the actions stated above, MCB will do so in full reliance on the foregoing permission. Further, Participant and his/her Parent/Guardian acknowledge that third parties not affiliated with MCB may also publish Participant's Name and Likeness and Participant and his/her Parent/Guardian also consent thereto. Participant and his/her Parent/Guardian hereby consent, release, waive and discharge MCB Parties from any and all Claims arising out of or in connection with the use of any of the foregoing, including any claims for defamation, invasion of privacy, violation of any right of publicity or violation of any statutory right.

Assumption of Risks: Tennis, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the great care taken to prevent or minimize harm. Tennis is an activity which involves strenuous exertions of strength using various muscle groups, quick movements involving speed and change of direction, and may involve contact with equipment or fixed objections. The risks associated with tennis range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones or concussions, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis, or death. Participant and his/her Parent/Guardian hereby expressly agree that they understand the nature of tennis and appreciate the types of injuries and risks that exist, and Participant and his/her Parent/Guardian knowingly assume all related risks.

Medical Release: Participant and his/her Parent/Guardian hereby consent to the rendering of emergency first aid and other medical procedures which at the time of injury or illness seems reasonably advisable. Participant and his/her Parent/Guardian further understand that Participant and his/her Parent/Guardian will be responsible for payment of any such medical procedures.

Severability and Venue: Participant and his/her Parent/Guardian further expressly agree that this Consent, Release, Waiver and Indemnification is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect.

Acknowledgment of Understanding: Participant and his/her Parent/Guardian have read this waiver and fully understand its terms. Participant and his/her Parent/Guardian understand that Participant and his/her Parent/Guardian are giving up rights, including the right to compensation for injury resulting from negligence of MCB. Participant and his/her Parent/Guardian acknowledge that they are agreeing to this agreement freely and voluntarily and intend it to be a complete and unconditional consent, release, and waiver of all liability to the greatest extent allowed by law. In agreeing to this waiver as Parent/Guardian, you acknowledge that you are authorized to and you are consenting to Participant's participation in MCB and MCB Tournaments held both domestically or internationally and represent to MCB that you understand all risks are assumed by Participant and yourself and all related Claims are expressly waived in advance, other than claims not expressly or implied covered herein. Your electronic signature also verifies that you agree to the consequences of behavior determined by MCB covered herein.



COVID-19 Health and Safety Protocols for “Little Mo” Tournaments

The Maureen Connolly Brinker Tennis Foundation (MCB) will continue to be extremely vigilant as we continue to host the “Little Mo” tournaments. Due to the contagious nature of COVID-19 and its variants, we wanted to clarify our health and safety protocols below for our “Little Mo” tournaments held in various cities across the United States. Please know that the health, safety, and concerns of our players, families, clubs, academies, and staff across the country will continue to be the most important considerations at our “Little Mo” tournaments. We are asking you to please read through these protocols carefully in order to prepare for our event. The following plan is modeled in conjunction with the CDC website, state regulations, health mandates, and recommendations from other tennis events. This plan may also be amended as needed. We thank you for your cooperation in advance!

Please note that there are certain risks involved with attending any event and your participation in this tournament is at your own risk. MCB and all organizing parties shall not be held liable for the health and safety of its attendees whether a COVID-19 infection occurs before, during, or after being present at any “Little Mo” tournament.

Travel Information:

MCB will try to keep its player and parents informed of any important policies on the tournament homepage or by email. If you are traveling domestically or internationally, please check with your airline and/or hotel accommodations for any specific health and safety protocols. MCB strongly encourages you to take a COVID-19 test if you believe you had a potential exposure. We appreciate your consideration of our tournament and the safety of our players and their families who will be attending this special event.

Masking Policy for Players, Parents, Guests:

During the tournament, masking will be optional for our players, parents, and guests - please note that this policy may change depending on COVID-19, the specific tournament site, and local health and safety regulations in place at the time of the event. If there is a significant change in this policy, MCB will notify its attending players and parents accordingly. Although most of our tournament activities will be taking place outdoors, it might be advisable to wear a mask while at the Tournament Desk, “Little Mo/Big Mo” Booth, or indoors (Pro Shop, country club, bathrooms, et cetera) where large groups of people tend to congregate. Players will **not** be required to wear a mask while on court.

MCB is asking everyone to follow these recommendations closely, but especially for any unvaccinated or immunocompromised adults, children, and guests. Regardless of vaccination status, we are **strongly encouraging** everyone to be respectful of each other’s personal space and continue to social distance when possible (6 feet or more). If you plan on wearing a mask, please remember to bring enough masks for you and your group to wear during the tournament.

Masking Policy for MCB Staff / Officials:

All MCB staff will be following the same protocols as stated above during the “Little Mo” tournament. Our USTA officials will **not** be required to wear masks while on court.

OTHER HEALTH AND SAFETY RECOMMENDATIONS:

During the Event:

- We will **not** be placing a limit on the number of attending guests per player, but we are encouraging families to try and limit the size of their attending group if possible (including coaches, parents, family members, spectators, guests, et cetera).
- Social distancing will be encouraged at all times, indoors or outdoors (at least 6 feet).
- Multiple hand sanitizer stations will also be available in various locations (Tournament Desk, “Little Mo/Big Mo” Booth, bathrooms, et cetera).
- We are asking everyone to please **not** touch the trophies, trophy table, or Tournament Desk during the tournament.
- We are encouraging everyone to use hand sanitizer before touching any of the items on the “Little Mo/Big Mo” Booth. We are also asking everyone to please limit their time at the booth so we can prevent a group from forming at any given time. If there is a group at the “Little Mo/Big Mo” Booth, we may ask the players to social distance and/or come back at a later time.
- We are asking everyone to please limit the number of people in the bathrooms at one time (1-3 people at a time).
- Contact information for all players and their families will be shared with the host sites and their staff in case of a health emergency during the event.

On Court:

- No physical contact (handshakes, elbow bumping, et cetera) will be encouraged for this tournament. We will be encouraging players to instead give a “thumbs up” to each other or a racquet tap at the completion of any match as a sign of good sportsmanship.
- No physical contact will be encouraged between players and USTA officials except to give “Mo” coins to players for good sportsmanship.
- If a player is not comfortable with sharing a bench with another player during the changeover, we will try our best to provide a way for each player to sit at least 6 feet apart from the other. If this is a concern, we recommend bringing a folding chair for your player to sit on the opposite side of the court during the changeovers.
- Players will be encouraged to change sides on opposite sides of the net during changeovers. The tennis balls may be left on one side of the court for the other player to serve in the next game.

COVID-19 Testing and Contact Testing:

- If a player, parent, or guest exhibits or discloses possible COVID-19 symptoms or has a positive COVID-19 test, the player will be immediately withdrawn from the tournament and their attending group will be asked to leave the facility until they can provide a negative COVID-19 test. We will attempt to use contact tracing in order to communicate with anyone else who might have had potential exposure and sanitize any additional areas needed.

We are trusting you will follow our COVID-19 protocols so that we can ensure the health and safety of everyone attending our event.

Anyone who does not follow our COVID-19 protocols will be withdrawn and asked to leave the tournament. Thank you so much for your understanding and cooperation.



Assumption of Risk and Waiver of Liability Relating to COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal, state, and local health agencies recommend staying at home, social distancing and encouraged wearing personal protective equipment.

BY AGREEING TO THIS ACKNOWLEDGEMENT OF RISK, YOU ACKNOWLEDGE THE CONTAGIOUS NATURE OF COVID-19 AND THAT YOUR PARTICIPATION IN RECREATIONAL ACTIVITIES AT THE “LITTLE MO” TENNIS TOURNAMENT, INCLUDING YOUR MERE PRESENCE, MAY RESULT IN YOUR PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, AND DEATH.

With full knowledge and understanding, you are voluntarily attending the “Little Mo” tournament and that due to your mere presence at the event and any tournament site, you may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to your minor children or yourself (including, but not limited to, illness, disability, damage, loss, liability, or expense of any kind), that you or your minor children may experience or incur in connection with your presence at the “Little Mo” tournament (“Claims”).

On your behalf, and on behalf of your minor children, you hereby release, covenant not to sue, discharge, and hold harmless the Maureen Connolly Brinker Tennis Foundation, any tournament site, its officers, employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto.

You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Maureen Connolly Brinker Tennis Foundation, any tournament site, its officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after being present at any “Little Mo” tournament.