

2011 NEW HAVEN OPEN AT YALE PRESENTED BY FIRST NIAGARA VOLUNTEER WAIVER and RELEASE

I, _____, in consideration for the opportunity to provide services and engage in related activities (which may include transporting or being transported by others) on a volunteer basis (collectively, "Volunteering") at and during the tennis tournament currently known as the New Haven Open at Yale presented by First Niagara (the "Tournament") held in New Haven, CT do hereby covenant with Connecticut Professional Tennis, ("CPT"), The Tennis Foundation of Connecticut ("TFC"), Yale University ("Yale") and any sponsor, official or other entity associated with the Tournament (collectively, the "Releasees") that I will not sue or bring any legal action or proceeding against any of the Releasees, or any of their respective officers, staff, employees, members, affiliates, legal representatives, successors and assigns for or on account of any loss, damage, injury or death that I may sustain by virtue of or arising out of Volunteering at the Tournament. These presents may be pleaded as a complete defense to any action or other proceedings which may be brought, instituted, or taken by me, my heirs or legal representatives against any of the Releasees or any of their respective officers, staff, employees, members, affiliates, legal representatives, successors and assigns in breach of this agreement, reserving unto me the right to proceed against any and all other parties which may be involved in such action or proceeding.

I acknowledge that Volunteering at the Tournament is without assumption of responsibility or risk of any kind by any of the Releasees and none of the Releasees makes any warranties of any kind with respect to Volunteering. I understand the existence of and assume the entire risk of all dangerous conditions arising from and inherent in Volunteering and waive any and all specific notice of the existence of such conditions. I acknowledge that CPT has the right to dismiss, relieve or reassign me in connection with my Volunteering duties at any time and for any reason.

I further agree that in case any action being brought for or on behalf of myself on account of any injury or damage sustained by me while Volunteering or during the Tournament, I will be personally responsible to, and agree to repay to, any of the Releasees or any of their respective officers, staff, employees, members, affiliates, legal representatives, successors and assigns and hold each of them harmless against any amounts recovered in connection with any such action and all related costs incurred by such Releasee.

I further give CPT, or anyone authorized by CPT, the absolute right and permission, to use, re-use, edit, publish and republish my name and biographical material about me and photographic portraits, pictures or video of me, or in which I may be included in whole or in part, or composite or distorted in character, or form, in brochures and other materials which promote, publicize, advertise, and otherwise exploit the Tournament (collectively, the "Materials") in perpetuity. I waive any right that I may have to inspect or approve the finished product or the advertising or other copy that may be used in connection with the Materials or their use. I release and discharge the Releasees and all persons acting under CPT's permission or authority, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of the pictures, or in any processing tending toward the completion of the finished product, unless it can be shown that it and the publication of it were maliciously caused, produced and published for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity.

This Waiver and Release is executed by me not in satisfaction of any damages sustained nor as compensation for injuries, nor in settlement of any claim for damages. Said opportunity for Volunteering is offered as consideration for this covenant and agreements contained therein. It is distinctly understood and agreed that acceptance of this covenant by Releasees is not an admission of any liability on any of their parts and that each expressly denies any liability in any manner. The validity, interpretation and construction of this agreement, and all other matters related to this agreement, shall be interpreted and governed by the laws of the State of Connecticut. If any court of competent jurisdiction finds any provision of this agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of this agreement's remaining provisions.

I am over the age of 18 and have carefully read and understand the contents of this Waiver and Release.

Signature of Volunteer

Date

PARENTAL/GUARDIAN CONSENT (If volunteer is under 18 years of age, his/her parent or guardian must sign both the Waiver and Release and the following:

I, _____, the parent or legal guardian of _____ ("Minor"), hereby sign the foregoing Waiver and Release for and on behalf of Minor. I hereby bind myself, Minor and all other assigns to the terms of this Waiver and Release. I represent that I have the legal capacity and authority to act for and on behalf of Minor and I hereby indemnify and hold harmless the Releasees and any of their respective officers, staff, employees, members, affiliates, legal representatives, successors and assigns for any and all claims and liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of Minor in signing the Waiver and Release.

I hereby authorize any licensed physician, emergency medical technician, hospital or other medical care facility to treat Minor for the purpose of attempting to treat or relieve any injuries received by Minor arising out of or relating to the Tournament. I authorize the performance of any procedures deemed medically advisable in attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed medically advisable. I acknowledge and agree that there is a possibility of complications and unforeseen consequences in any medical treatment and I assume any such risk for and on behalf of myself and Minor.

Parent or Legal Guardian

Date

Relationship to Minor

PLEASE RETURN APPLICATION AND WAIVER TO NEW HAVEN OPEN AT YALE, ATTN: VOLUNTEERS, 900 CHAPEL STREET, SUITE 622, NEW HAVEN, CT 06510 OR FAX TO 203-772-4647. FOR QUESTIONS REGARDING BALL PERSONS, PLEASE CALL MEGAN WASILEWSKI AT 203-776-7331 EXT. 5846 OR EMAIL BALLPERSONS@NEWHAVENOPEN.COM. FOR QUESTIONS REGARDING ALL OTHER VOLUNTEER AREAS, PLEASE CALL JEAN WALKER AT 203-776-7331 EXT. 5842 OR EMAIL VOLUNTEERS@NEWHAVENOPEN.COM.