



TEN-PRO general indemnification and release waiver

WAIVER AND RELEASE: In consideration for TEN-PRO permitting Participant participating in an event organized by TEN-PRO, Participant and his/her Parent/Guardian (as applicable throughout), on behalf of Participant and on behalf of themselves (hereinafter "Releasers"), hereby release TEN-PRO, its affiliated companies and all of its members, directors, officers, employees, volunteers, sponsors, independent contractors or agents (collectively, "TEN-PRO"), from any liability, claims, actions, damages, costs, expenses or lawsuits whatsoever, arising out of the inherent risks (as described herein or otherwise) of any activity in which Participant will be participating. The scope of this Participant Waiver, Indemnification & Release ("Agreement") shall include, but is not limited to, any damages, losses or injuries in connection with transportation, food, lodging, medical concerns (physical and emotion), entertainment, photographs, athletic activities and physical injury of any kind that arise from any inherent risk of any activity in which Participant will be participating. Releasers further agree that this Agreement shall remain effective throughout Participant's participation in the TEN-PRO event. This provision shall be interpreted as broadly as permitted by European Law.

ARBITRATION/DISPUTE RESOLUTION: All claims or disputes between the Participant and/or the Participant's Parent(s)/Guardian(s) and TEN-PRO, including those arising out of or related to this Agreement or arising out of or related to the Participant's activities with TEN-PRO such as, without limitation, any claim based on breach of contract, breach of duty, negligence, gross negligence, fraud, or misrepresentation (collectively the "Disputes") will be resolved through binding, confidential arbitration conducted in or near Arnhem, The Netherlands, in accordance with the then current Consumer Arbitration Rules of The Netherlands. No claims may be brought in any forum on behalf of any putative class. The costs of any arbitration brought by TEN-PRO to enforce any provision of this Agreement, including but not limited to attorneys' fees, shall be reimbursed by the Participant and/or the Participant's Parent(s)/Guardian(s) to the extent that TEN-PRO is the prevailing party. Disputes in which more than \$250,000 is at issue will be heard by a panel of three neutral arbitrators; others will be heard by a single neutral arbitrator. For purposes of confirming any award rendered pursuant to this arbitration agreement, Participant and Participant's Parent(s)/Guardian(s) consent to the jurisdiction of the courts of Arnhem, The Netherlands.

INDEMNIFICATION: In further consideration for TEN-PRO permitting Participant to participate in its events, Participant and his/her Parent/Guardian, on behalf of Participant hereby agree to defend and indemnify TEN-PRO, from any liability, claims, demands, lawsuits, or damages, including attorney fees, brought by any third party for personal injuries or property damage, arising out of, or in any way connected to the event or passive negligence, gross negligence, recklessness, intentional conduct and/or criminal conduct of Participant and/or his/her guests, relatives, or family members. This indemnification agreement is not limited to activities occurring during TEN-PRO events, but encompasses all conduct by Participant and/or his/her guests, relatives, or family members for which a third party seeks to hold TEN-PRO liable, whether occurring on or off a TEN-PRO event. This

indemnification agreement shall not apply to any claims relating to TEN-PRO's active or passive negligence.

ASSUMPTION OF RISKS: Physical activity, by its very nature, carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to prevent or minimize harm. TEN-PRO organizes events that facilitate tennis and tennis related activities such as physical training, running, weight training, and swimming. Some of these activities involve endurance or strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve contact with equipment, fixed objects, other participants (including participants that are older or younger and who may be larger or smaller in terms of weight and height) and various surfaces types, and others involve sustained physical activity that places stress on the cardiovascular and nervous systems. The specific inherent risks vary from one activity to another, but in each activity there are inherent risks, dangers or conditions, both known and unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if TEN-PRO acts with due care in a reasonably prudent manner. Those inherent risks may include, without limitation, (1) minor injuries such as cuts, sunburns, insect bites, bruises, muscle strains and sprains; (2) major injuries such as broken or fractured bones, concussions, or lost teeth; or (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 may be exposed, or expose others, to contagious and potentially harmful or deadly disease such as influenza, common cold, chicken pox, meningitis, or measles. Participant may also be exposed to risks while traveling (e.g., in vans when traveling to and from competitions, events, or the airport), exposure to risks inherent in recreational athletic, or entertainment activities operated by third parties in which Participant elects to engage (e.g., theme parks, clinics, fun zones, movies, concerts, boat rides, etc.), and exposure to risks related to receipt of treatment for any physical or mental condition.

Participant and Parent/Guardian have read the previous paragraphs and (1) understand the nature of the activities organized by TEN-PRO, (2) understand the demands of those activities relative to the physical condition and skill level of Participant, and (3) appreciate the types of inherent injuries, illnesses and other related risks which may occur as a result of such activities and/or treatment for any physical or mental condition that Participant may participate in at an TEN-PRO event. Participant and Parent/Guardian hereby agree and acknowledge that participation in the activity organized by TEN-PRO and use of facilities and services is voluntary and that Participant and Parent/Guardian knowingly assume all inherent risks in such activities. This provision shall be interpreted as broadly as permitted by applicable European law.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF TEN-PRO USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM TEN-PRO IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PARTY OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND TEN-PRO HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

MEDIA RELEASE AND CONSENT: Participant and Parent/Guardian consent to all recording, photographing and filming of Participant (the "Recordings") and each agree that TEN-PRO can use these Recordings at any time and in any manner without payment to, or additional consent of, Participant or Parent/Guardian and release TEN-PRO and its licensees from all claims related to use of the Recordings.

ACKNOWLEDGEMENT OF RULES AND STANDARDS OF CONDUCT: Participant and Parent/Guardian understand that TEN-PRO has rules and standards of conduct that are applicable to all participants. Participant and Parent/Guardian agrees to abide by these rules, standards, and policies for the safety of all participants, guests and employees. Any consequences that come as a result of violating the rules and standards are at the discretion of TEN-PRO.

ACKNOWLEDGMENT OF UNDERSTANDING: Participant and his/her Parent/Guardian, on behalf of Participant personally, his/her Parent/Guardian personally, acknowledge that he/she/they received the opportunity to review this Agreement. Participant and his/her Parent/Guardian, on behalf of Participant personally, his/her Parent/Guardian personally, further acknowledge to have carefully read and fully understand the contents of this Agreement to Participate and Indemnification and have asked, or had the opportunity to ask, and received answers to all questions he/she/they may have and that Participant and his/her Parent/Guardian, on behalf of Participant personally, his/her Parent/Guardian personally, have duly executed this Agreement freely and voluntarily, intending and agreeing to be fully bound by the terms. If any portion is held invalid, the remaining portion of the Agreement to Participate and Indemnification will continue in full legal force and effect. Participant and Parent/Guardian have read this agreement to participate and indemnification and fully understand its terms. This provision shall be interpreted as broadly as permitted by applicable European law.

BY SIGNING TEN-PRO Registration Form, YOU REPRESENT THAT YOU HAVE READ AND AGREE, ON BEHALF OF YOURSELF AND/OR YOUR MINOR CHILD, AS APPLICABLE, TO THE PARTICIPANT WAIVER, INDEMNIFICATION AND RELEASE TERMS AND CONDITIONS SHOWN ABOVE.

You are opting to receive information about enrolling in TEN-PRO programs, activities, events and other marketing and promotional communications from TEN-PRO.

This will allow us to communicate with you by email to provide enrollment information, newsletters, product information and updates or special offers.

You are opting for your information to be sent to our team at TEN-PRO located in The Netherlands. Transferring personal data from outside of the European Union (EU) to TEN-PRO in the E.U. raises possible risk because E.U. data protection laws could not have been deemed adequate by countries outside the European Union. By entering and submitting your contact information, you consent to the transfer of your data to the E.U for the purposes identified above. You may withdraw your consent at any time by telling our representative, if you receive a phone call from us, or by e-mailing your request to TEN-PRO team, proglobus@live.nl .