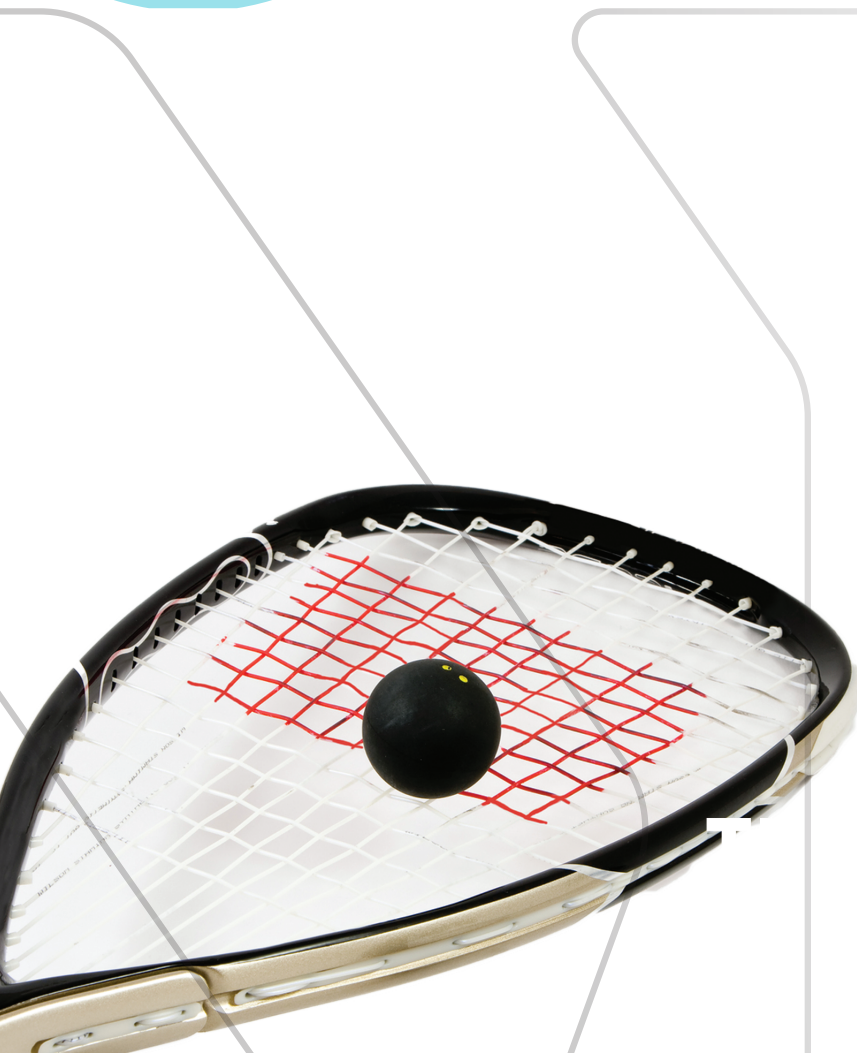


RACQUETBALL TOURNAMENT



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The undersigned as or on behalf of the participant (the "Participant") in the subject program (the "Program") acknowledges and accepts the risks inherent in the use of the Merritt Clubs' facilities and participation in the Program and assumes the sole risk of injury, accident, death, loss, cost or damage to person or property that might arise therefrom, including those arising in connection with any pre-existing physical condition or impairment. The Participant agrees to abide by all policies and procedures of Merritt Clubs, which policies and procedures may be posted at the facility, issued orally and/or published, and which may be amended from time to time at management's sole discretion.

The Participant hereby grants Merritt Clubs, its instructors, employees, servants, and agents (collectively, "Merritt") the right to make photographs, audio recordings, videotape, or other electronic reproductions of the Participant's image, voice or likeness during or in connection with the Program and authorizes Merritt to use the Participant's image, voice, and likeness in drawings, photographs, videotapes, sound recordings, motion pictures or other media materials (collectively, "media materials") for promotional purposes, research, publicity or other purposes deemed appropriate by Merritt. The Participant hereby waives any right to inspect or approve any media materials that Merritt may eventually use containing the Participant's image, likeness or voice. The undersigned hereby acknowledges and agrees that all media materials are the property of the Merritt, including any copyright therein, and that the Participant may or may not be included in whatever credits are associated with the media materials.

The undersigned, individually and on behalf of the Participant and his or her heirs, personal representatives, executors, representatives and assigns, hereby releases and discharges Merritt from all claims, demands, injuries, damages, costs, expenses, liabilities, actions or causes of action whatsoever to the Participant's person or property or otherwise incurred by the Participant arising out of or in connection with (a) the use of the Merritt Clubs' facilities and participation in the Program or (b) arising from acts of active or passive negligence on the part of the Merritt or (c) the making of and release of media materials or any information concerning the media materials.

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