

General Participation, Assumption of Risk, Release of Liability

By completing this registration and allowing the registered participant to attend and/or participate in one or more USTA New England (“USTANE”) sanctioned or affiliated programs, camps, lessons, tournaments, leagues or other tennis-related events (collectively, “Programs”), the Participant and/or the Participant’s parent or legal guardian (collectively, the “Participant”), acknowledge and agree to the following terms:

ASSUMPTION OF RISK: The Participant understands and accepts that the Programs may include inherent dangers and risks (“Inherent Risks”). These Inherent Risks include, but are not limited, to injury, illness (including communicable diseases such as COVID-19), permanent disability or other harm or damages, including death, to the Participant or a family member. The Participant acknowledges that an inherent risk of exposure to communicable disease or illness (including exposure to bacteria, viruses, or other pathogens) exists in any public space. With full knowledge of these Inherent Risks, the Participant has voluntarily chosen to participate in the Programs and accepts all dangers and risks associated with their attendance and participation.

RELEASE OF LIABILITY AND INDEMNIFICATION: A condition for being permitted to participate in the Programs, the Participant waives, releases, and forever discharges USTANE, the USTA, and any of their affiliated organizations, directors, officers, employees, volunteers, coaches, and agents (collectively, the “Released Parties”) from any and all claims, liabilities, and demands of every kind (“Claims”). This release applies to any injury, damage, communicable disease or illness, permanent disability, or death suffered by the Participant or any family member caused directly or indirectly by their attendance or participation in the Programs. This includes all Claims caused, directly or indirectly, by the actions, omissions, or negligence of the Released Parties.

The Participant further agrees to indemnify, defend, and hold the Released Parties harmless for any injury or damage (including all costs and attorneys’ fees) to any person or property that may be caused by the Participant’s or any family member’s attendance and participation in the Programs.

REPRESENTATIONS AND ACKNOWLEDGMENTS: The Participant agrees to, and will cause any family member to, abide by all rules, policies, and regulations issued by the USTA or USTANE, as well as those of any facility hosting a Program. The Participant also acknowledges that they have carefully read this agreement, understand its consequences, and are freely and voluntarily agreeing to these terms without inducement.

LEGAL JURISDICTION: This Waiver & Release is governed by and enforceable in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of the conflicts of law for that State, and the parties submit to the exclusive jurisdiction of the Massachusetts Courts, County of Worcester. If any provision of this Waiver & Release should be adjudged illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

USTA New England Social League Policies & Regulations

By completing your registration, you acknowledge that you have read, understand and agree to the following policies:

Player Code of Conduct

- This is a social and fun tennis league. Sportsmanship is of the utmost importance and all players must demonstrate good sportsmanship on and off the court. All players who register for and attend our leagues and events acknowledge and agree that they will conduct themselves in alignment with our policy as outlined here.
- A display of good sportsmanship includes, but is not limited to, the following:
 - Understanding and following the rules
 - Being fair (e.g., points played in good faith stand)
 - Winning and losing humbly
 - Showing respect to all players
 - Being accountable for and honest in your actions and words
 - Having zero tolerance for aggressive behavior, harassment or violence
- If any player witnesses poor sportsmanship or other concerning behavior, we ask that they report it on this anonymous form. Making all players feel welcome, comfortable and safe is our top priority. We will handle any issue with privacy and confidentiality and keep your report anonymous. It is important to have issues or concerns documented so we can best determine our course of action and track any patterns of repeated unsportsmanlike or similar behavior. If the reporter would like to discuss their issue further, they should reach out to us at socialtennis@newengland.usta.com.

Right to Remove Participants

USTA New England reserves the right to remove any participant from a program or to prohibit their future participation for any reason (e.g., violating our code of conduct) at its sole discretion.

Weather Policy

- Since our leagues and events are largely played outdoors, we are subject to weather-related cancellations.
- **Cancellations:** We will notify all players at least 2 hours before the scheduled start time if we need to cancel due to weather. Cancellations are typically for rain but may also be due to heat. If the Heat Index temperature is above 100°F, we may cancel matches or delay the start time if possible, though players are still welcome to play at their own risk.
 - If a last-minute weather cancellation is made (i.e., within an hour of matches or during match play), it is at the discretion of the site coordinator to make the call and notify all players.
- **Make-up dates:** If a site has any cancelled sessions, we will do our best to add make-up dates to the season (in addition to any dates published on the registration page). These may occur on a different day of the week.
- **Credits**

- If at least 6 out of 7 sessions are completed, the season will be considered finished and no credits will be issued.
- If fewer than 6 sessions are completed, a credit will be issued based on the number of missed weeks.
- Individual sessions are considered completed if at least half the session is played before being cancelled.
- For leagues where the local Park & Recreation Department administers registration, their policies will apply.

Refund Policy

- We do not issue refunds or allow prorated registration fees for weeks a player misses due to illness, vacation, not in weekly lineup, etc.
- **1+ week before start date:** You are eligible for a full refund.
- **Less than 1 week before start date:** We will issue a full refund only if we can find a replacement (provided the program is full) or if you provide a doctor's note for a new medical issue.
- **After start date:** A partial refund may be issued based on the number of weeks that have passed, but only if we can find a replacement (provided the program is full) or you provide a doctor's note for a new medical issue.
- **Events:** If an event is cancelled and there is no make-up date, all players will receive a refund. If a make-up date is provided and you cannot attend, no refund will be issued.
 - If a refund is issued for a tournament, the refund amount will not include the payment transaction fee (approximately \$1.50).
- **Third-party programs:** If a program's registration is administered by a party other than USTA New England (e.g., a local Park & Recreation department, USTA Flex app, etc.), the refund policy is determined by those parties.
- It is the participants' responsibility to review all information posted on our Social League website and registration pages (e.g., playing levels, league format, equipment needed, etc.) prior to registering for one of our programs.
 - If we discover that a player has signed up for a program that is an inappropriate level, we reserve the right to remove the participant from the program. Our refund policy will apply as stated above. If a spot is available in another program that is suited for the player's level, we will offer to transfer their registration.

Photo Release

I hereby authorize and grant permission to the United States Tennis Association of New England (USTA NE) and any of its authorized agents to film, photograph and, in any other way, document my participation in any USTA NE program. I understand that my image may be reproduced, edited and used in whole or in part for any and all media, including, without limitation, print, audio-visual, multimedia, and/or exhibition purposes, in any manner, in perpetuity and throughout the United States.

I have read this release and I fully understand the contents, meanings and impact of this release and waiver.