



TIM WILKISON

ACADEMIES

**PLAYER SERVICE
AGREEMENT**

Full Time Enrollment

timwilkisonacademies.com

(954) 504-3168



You are about to join **Tim Wilkison Academy** and start working with a team of world-class coaches and talented players in a professional setting. In order to finalize your enrollment for any of our programs, we require you to submit the following:

- A copy of a valid passport or ID
- Filled out player information form
- Filled out medical forms
- A proof of a completed physical examination
- Signed service agreement

In which program will you be enrolling?

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Boarding | <input type="checkbox"/> Non-Boarding | <input type="checkbox"/> Semester ALL Day | <input type="checkbox"/> Semester PM Only |
| <input type="checkbox"/> Year Round ALL Day | <input type="checkbox"/> Year Round PM Only | <input type="checkbox"/> Monthly ALL Day | <input type="checkbox"/> Monthly PM Only |
| <input type="checkbox"/> School Year ALL Day | <input type="checkbox"/> School Year PM Only | <input type="checkbox"/> Weekly ALL Day | <input type="checkbox"/> Weekly PM Only |
| <input type="checkbox"/> Half Year ALL Day | <input type="checkbox"/> Half Year PM Only | <input type="checkbox"/> Daily ALL Day | <input type="checkbox"/> Daily PM Only |

What specific dates will you train?

____ / ____ / ____ to ____ / ____ / ____

Would you like to request private lessons? Yes No

If Yes, how many hours a week do you anticipate? _____ hrs.

I will be arriving by Car Plane

Arrival Date: _____

Arrival Location: _____ **Time:** _____ **Airline:** _____ **Flight:** _____

I will need transportation service from/to the airport? Yes No

Travelling as an unaccompanied minor? Yes No

Please submit your travel information as soon as possible but no later than one week prior to arrival. Transportation to/from West Palm Beach Airport is \$50 fee each way, Ft Lauderdale Airport is \$75 fee each way, and Miami Airport is \$110 fee each way.

We would also be glad to give you a tour of our facilities.

Sincerely,

Tim Wilkison Academy



PLAYER INFORMATION

Last Name:					
First Name:		Middle:			
DOB:		Birthplace:			
Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Height:		Weight:	
Email:		Home Phone:		Mobile phone:	
Mailing Address:					
City:		State/Province:		Postal code:	
Country:		School:		Grade:	
Level of play:					
Current Ranking:					
ATP/WTA:		National:		Sectional:	
ITF:		State:			

PARENT/GUARDIAN INFORMATION

Last Name:					
First Name:		Middle:			
Email:		Mobile phone:			
Last Name:					
First Name:		Middle:			
Email:		Mobile phone:			
Mailing Address:					
City:		State/Province:		Postal code:	

GENERAL QUESTIONS

How did you know about our Academy?	
How many hours a week do you usually train?	
Which are your objectives while at the Academy?	



PROGRAM SELECTION

Program Name:			
Program Details:			
Program Duration:	From:		To:
	Please note that Tim Wilkison Academy service agreement is for a one month period minimum		
Rate:	USD:		per:
	Rates depend on the program choice, duration of service agreement, and payment plan		
Payment Details:			

TERMS OF PAYMENTS

All payments must be out to Tim Wilkison Academies Regardless of payment method, we require a credit card to be held on file.

Date:	<input type="checkbox"/> Cash <input type="checkbox"/> Bank Transfer <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX		
Credit card #			Expiration date:
Name:			Security Code:
Signature:			

Number:

Please note that if the client chooses to end this service agreement before its expiration date and after the first week of the player's instruction with Tim Wilkison Academy, he or she is still liable for the full amount of this agreement. This service agreement is renewed automatically for the same period of time, unless a written cancellation request is received by the General Manager before the end of the current agreement. TWA Tennis Academy-North Carolina enforces a USD 100.00 late fee for payments not received in the first five days of each calendar month or five days late from the specified date. Tim Wilkison Academy - charges the client USD 50.00 for all returned checks.



TERMS AND CONDITIONS

- A \$400 deposit for housing students is required at the time the application is reviewed. This deposit is non-refundable.
- Remainder of tuition balance will be paid upon selection of payment plans set forth in tuition agreement.
- Private lessons are to be paid in full upon scheduling. No Refunds will be issued for cancellations.
- The credit card number on file will be charged for any unpaid balances, damages to TWA Tennis Academy property, extension fees, lesson charges, tournament coaching fees, or any other expenses incurred during the students stay.
- Accounts overdue for more than 30 days may be subject to a service charge of 10% per month.
- Tim Wilkison Academy accounts for various student absences for tournaments and minor injuries and will not refund or credit any tuition. If a student is injured for a continuous period of over 30 days the situation will be handled on a individual basis. However, no monetary refunds will be given.
- **Release of liability:** the players and their parents release TimWilkisonAcademy, it's agents, owners, and employees from any claim for accidents, lost or stolen articles, money, or valuables that may occur during the players stay with Tim Wilkison Academy and at tournaments or other locations during the players stay.
- **Permission to Transport:** The players and their parents release Tim Wilkison Academy, its agents, owners, and employees from any and all injury, loss, accident or death that may occur to the player during their stay during travel to and from tournaments or activities, or at any other locations, programs, or activities associated with Tim Wilkison Academy.
- **Image Release:** The players and parents consent to all videotaping and photographing of the player while participating in TWA Tennis Academy activities and/or Indian Spring Country Club property. I agree that Tim Wilkison Academy - can use images without prior approval.
- **Acceptance and Acknowledgement:** The undersigned certifies to be the parent or guardian of the below named student and both parent and player agree/understand all terms and policies above as attested by the following signatures.

Parent's Signature:		Date:	
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WAIVER OF LIABILITY AND RELEASE

Tim Wilkison Academy, located at Indian Spring Country Club, Boynton Beach, is a junior tennis academy provideing a high level of tennis instruction in an elite setting for interested students. Tim Wilkison Academy may provide transportation and/or housing for Tim Wilkison Academy - North Carolina's students as well, and this Waiver of Liability and Release ("Waiver") applies to all activities applicable to TWA Tennis Academy's students including, but not limited to, tennis instruction, tennis tournaments, practices, games, competitions, transportation, housing and/or other related events (the "Event").

I wish for my child to participate in the *Event* and, in consideration of the child's participation in the *Event*, have read and agree to the following:

Rules of Participation: My child is in good health and has no physical or medical condition which, to my knowledge, would endanger my child or others if allowed to participate in the *Event*, or would interfere with the ability to participate in the *Event*. Notwithstanding the above, I understand that Tim Wilkison Academy - North Carolina's representatives, agents or employees may, at their discretion, bar my child from participation in the *Event* for any reason. I understand that all children must be supervised and agree that Tim Wilkison Academy, in my absence, will provide supervision during my child's participation.

Assumption of Risk: I understand and appreciate that participating in the *Event* can be risky and that risks cannot be eliminated regardless of the care taken to avoid injuries. I understand that the known risks of the *Event* include, but are not limited to, (1) bruises, sprains, scrapes, and cuts; (2) major injuries such as broken bones, joint injuries, and head, neck, and back injuries; and (3) catastrophic injuries including permanent injury or death. On behalf of myself and my child, I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of those persons released from liability below, and assume full responsibility for my child's participation.

Waiver of Liability: If my child is injured, or property is damaged or lost while my child is participating in the *Event*, I, on my behalf, on behalf of my child, and on behalf of my and their heirs or personal representatives, release, waive and discharge Tim Wilkison Academy, its representatives, employees and agents from, and agree not to sue Tim Wilkison Academy, its representatives, employees and agents for, claims for injury or damage that directly or indirectly result from participation in the *Event*, including claims which arise from the negligence of Tim Wilkison Academy, its representatives, employees and agents. I agree, for myself and my child, that the statements in this agreement are contractually binding, and are not mere recitals, and that should my child or I, or their or my heirs or personal representatives, assert a claim in contravention of this agreement, I, my child, or my or their heirs or personal representatives, shall be liable for the expenses (including legal fees) incurred by the other party or parties, unless the other party or parties are finally adjudged fully liable on such claim. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any subsequent waiver or modifications.

I agree that any legal disputes regarding this agreement will be determined under the laws of the State of North Carolina and hereby consent to the jurisdiction of the courts of North Carolina in connection with this waiver. If any portion of this waiver is held to be invalid, the remaining portions will continue in full legal force and effect.

I hereby consent to and permit emergency treatment in the event of injury or illness to my child while participating in this *Event*.

I, as parent or guardian of the below named minor, hereby give my permission for my child to participate in the *Event* and further agree, individually and on behalf of my child, to the terms above.

Parent's Name:		Children's Name:	
Parent's Signature:		Date:	



MEDICAL EMERGENCY CONTACT INFORMATION

Medical Emergency Contact Info			
Home Phone:		Mobile phone:	
		Fax:	
Email:			

INSURANCE INFORMATION

Insurance Co:		Name of Insured:	
Group or Policy number:		Insurance Co Phone:	

Please note that all players must have proof of insurance at all times during the instruction sessions and while boarding with Tim Wilkison Academy. In most instances, medical fees will be charged to your credit card.

PRIMARY CARE PHYSICIAN (PCP)

Name:		Phone:	
Email:		Mobile phone:	
		Fax:	

MEDICAL BACKGROUND

Height:	Have you had any serious illness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please specify	
Weight:	Have you been hospitalized or had a serious illness within the past 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please specify	
<p>Check any of the following that you have had problems with in the past.</p> <input type="checkbox"/> Epilepsy <input type="checkbox"/> Asthma or Hay Fever <input type="checkbox"/> Dizzi Spells <input type="checkbox"/> Fainting <input type="checkbox"/> Any Sinus or Nasal Problems <input type="checkbox"/> Abdominal Pain <input type="checkbox"/> Recurrent Headaches <input type="checkbox"/> High Blood Pressure <input type="checkbox"/> Back Problems <input type="checkbox"/> Skin Rash <input type="checkbox"/> Tendonitis <input type="checkbox"/> Any Throat Problems	Do you suffer from allergies?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please specify	
	Are you allergic or have reacted adversely to drugs, antibiotics, aspirin, other?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please list	
	Do you wear a medical alert bracelet?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please specify	
	Are you taking any medication?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please list	
	Do you suffer from any physical problems or injuries?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please list	
	Do you wear contact lenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Do you have any medical condition that could influence your participations in an intensive tennis program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please specify		

CONSENT FOR TREATMENT

This is to certify that the administrative staff of the TWA is being given authority by me (parent), _____, parent of (Name of Child), _____ to act on my behalf for any medical care, treatment (including immunizations), and prescriptions reasonably necessary or medically advisable to maintain life, health, and well-being of my child. This includes, but is not limited to first aid, prevention and care of injuries, follow-up care, and the taking of over-the-counter prescriptions that are approved by a physician even when the child is not seen by a physician. This consent for treatment extends to the signing and completion of; (1) legal authorization for treatment; (2) consultations; (3) emergency examinations; (4) consent for hospitalization; (5) anesthesia; (6) dental care; (7) treatment or surgery that may be deemed necessary by appropriate medical personnel.

Parent's Name:	
Parent's Signature:	Date:



PLAYER SERVICE AGREEMENT

This Agreement is made by and between Tim Wilkison Academy [hereinafter "TWA"] and _____ [hereinafter "PLAYER"] individually or by his/her Legal Guardian [hereinafter "GUARDIAN"], on this _____ day of _____ 20____ (the "Effective Date").

WHEREAS, TWA is in the business of providing top class tennis instruction, teaching and coaching from the TWA professional tennis staff utilizing TWA's advanced training facilities; and

WHEREAS, PLAYER, either individually or through his/her GUARDIAN, is desirous of joining the TWA Program [hereinafter "ACADEMY"] noted in the "Program Selection and Payment Form" in accordance with the terms delineated below,

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows:

TERM

Unless otherwise properly terminated pursuant to the below provisions, the term of this Agreement is for a period from _____ to _____ commencing on the Effective Date.

PROGRAM SELECTION AND PAYMENT

The selection of an appropriate TWA program detailing both payment and program specifics will be noted on LAT's "Tennis Program and Terms of Payments" attached hereto and incorporated herein as part of this contractual agreement.

OBLIGATIONS OF TWA shall:

1. Admit PLAYER into ACADEMY to receive professional tennis instruction, teaching and coaching by the professional tennis staff at TWA's advanced training facilities.
2. Provide upon request the qualifications and credentials of its professional tennis staff including, but not limited to, its tennis pro roster.
3. Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
4. Manage the facility and the attendant:
 - Ensure the facility is open and closed according to published schedules.
 - Keep staff and program schedules.
5. Oversee the maintenance and upkeep of the tennis courts

OBLIGATIONS OF PLAYER

PLAYER shall:

1. Strictly abide by all TWA rules, regulations, policies and procedures as exist and as may be amended from time to time by TWA at its sole discretion.
2. Timely pay all TWA fees with the understanding that failure to do so may result at TWA's discretion, in the imposition of late fees, refusal of admission and/or dismissal from ACADEMY
3. Provide accurate information and documentation as required from time to time by TWA for the mutual benefit and safety of all parties.
4. Provide upon request medical information and documentation supporting PLAYER's physical and mental ability to participate in the ACADEMY program. At TWA's discretion, omissions of information and/or false and misleading information and documentation provided by PLAYER and/or GUARDIAN relative to PLAYER's medical condition may result in refusal of admission or immediate dismissal from ACADEMY.
5. In the event of PLAYER sustaining an illness, injury or any other medical circumstance requiring emergency medical attention while PLAYER is attending and whether on or off the premises of TWA; PLAYER and/or GUARDIAN authorize TWA to initiate and direct emergency medical attention, holding TWA personnel harmless from liability regarding same.
6. PLAYER and/or GUARDIAN acknowledge that playing tennis and participating in the intensive ACADEMY training may involve strenuous physical activity with inherent risk of injury and hazard. PLAYER and/or GUARDIAN assume the risks and hazards incidental to PLAYER's participation with TWA and release and hold harmless TWA; its employees, staff and representatives from such injury risks and hazards.
7. PLAYER and/or GUARDIAN agree to be fully liable for any property damages caused directly by PLAYER to TWA property and facilities.
8. PLAYER and/or GUARDIAN grant permission for TWA to use any photograph or likeness of PLAYER created while at TWA as part of TWA's marketing, promotional and charitable efforts.
9. PLAYER and/or GUARDIAN agree to release and hold harmless TWA, its staff, employees, owners and representatives from the loss or damage of valuables brought by PLAYER to the TWA facilities.
10. PLAYER and/or GUARDIAN agree that in case of weather-related delays or cancellations of instructional sessions that TWA will exercise its best efforts to organize other useful activities for PLAYER. Payment schedules and conditions remain in effect for such instances.
11. PLAYER and/or GUARDIAN agree that in order to promote a professional sporting environment during ACADEMY instruction and sessions, all suggestions, complaints and disagreements must be expressed and discussed in private office meeting during non-session hours, scheduled by mutual appointment.
12. GUARDIAN, if any, agrees to remain outside of instruction area during sessions unless requested by TWA personnel.



PLAYER SERVICE AGREEMENT

PLAYER DEFAULT

If PLAYER and/or GUARDIAN defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from TWA, fails to cure such default within five (5) days after receipt of such notice, then TWA may, at its option (but shall not be required to do so), terminate this Agreement. In the event PLAYER defaults and fails to cure through no fault of TWA, PLAYER will continue to be subject to all agreed fees due to TWA pursuant to the terms of this agreement.

TRANSPORTATION AUTHORIZATION, ASSUMPTION OF RISK AND WAIVER OF LIABILITY

PLAYER and/or GUARDIAN understand and acknowledge that it may be necessary from time to time to transport PLAYER and/or GUARDIAN in the participation of TWA activities, including, but not limited to, practice sessions, excursions, tournaments, field trips, etc., and PLAYER and/or GUARDIAN agree to authorize said transportation, to assume the risks associated with same and to waive liability against TWA and its employees and staff for injuries or claims arising out of said transportation. PLAYER and/or GUARDIAN agree to execute the "TWA Academy Tennis-North Carolina Transportation Assumption of Risk and Waiver" form which shall be attached hereto and incorporated herein as part of this contractual agreement.

PLAYER INJURY

If PLAYER sustains an injury or illness during the term of this Agreement which medically prevents PLAYER from participating in ACADEMY sessions, PLAYER agrees to receive a non-assignable credit for future session time due PLAYER upon PLAYER's recuperation and when PLAYER is medically cleared to resume ACADEMY sessions. Assuming PLAYER sustains an injury or illness during the term of this Agreement so permanent in nature that it medically prevents PLAYER from participating in ACADEMY program sessions in whole or in part, at any future time, then PLAYER may assign, subject to TWA approval, any future pre-paid session time due PLAYER. In all events where PLAYER sustains an injury or illness preventing Player from participating for medical reasons, PLAYER and/or GUARDIAN must provide reasonable documentation from a licensed physician verifying same in order to determine the extent and duration of non-assignable credit towards future ACADEMY session time.

JURISDICTION, VENUE AND GOVERNING LAW

The parties hereto agree that in the event of any dispute or controversy regarding this agreement that original jurisdiction shall lie in the State Courts of, North Carolina. Additionally, that the laws of the State of North Carolina shall govern all disputes and controversies herein.

ASSIGNABILITY

This Agreement is a privilege for the benefit of PLAYER and may not be assigned in whole or in part by PLAYER to any other person or entity without express written consent of TWA.

TRIAL PERIOD

This Agreement incorporates a trial period of Fourteen (14) Days, wherein either party may cancel for any reason within 14 days of the "effective date" upon written notice to the other party. Failure to cancel within the trial period will constitute acceptance of the contract to term and it is mutually agreed herein that there will be no refunds after said trial period.

MISCELLANEOUS PROVISIONS

No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Print Guardian or Player Name			
Print Guardian or Player Signature		Date	
TWA Official Print Name & Title			
TWA Official Signature		Date	