

Media and Marketing Waiver and Consent

Date: _____

1. Parties and Purpose

This Media and Marketing Waiver and Consent (the “Waiver”) is made by and between the undersigned parent or legal guardian (if the student is a minor) or the undersigned adult student (collectively, “Participant”) and Dainyell Fox and any affiliated coaches, staff, agents, contractors, successors, assigns, and authorized partners (collectively, “Fox Tennis Academy & South Carolina Tennis Academy”). The purpose of this Waiver is to obtain consent for the capture and use of photos, audio, and video recordings and related content featuring the Participant in connection with Fox Tennis programs, lessons, events, and activities (collectively, the “Activities”).

2. Consent to Capture

Participant authorizes Fox Tennis Academy/South Carolina Tennis Academy to photograph, film, record, and otherwise capture the Participant’s image, likeness, voice, name, performance, statements, and biographical information in any media during the Activities (the “Media”).

3. Grant of Rights

Participant grants to Fox Tennis Academy/South Carolina Tennis Academy to a worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable license and right to use, reproduce, display, perform, publish, distribute, transmit, edit, adapt, create derivative works from, and otherwise exploit the Media, in whole or in part, in any manner or medium now known or later developed, including but not limited to websites, social media, email, print materials, advertising, publicity, press, and promotional campaigns (the “Permitted Uses”).

4. No Obligation; No Compensation

Participant understands and agrees that: (a) Fox Tennis Academy/South Carolina Tennis Academy to has no obligation to use the Media; (b) Participant will not receive compensation, payment, or notice for the capture or any Permitted Uses of the Media; and (c) Fox Tennis Academy/South Carolina Tennis Academy to may use the Media alone or in combination with other content, with or without attribution, and may edit or modify the Media provided that such edits do not materially misrepresent the Participant’s statements.

5. Ownership; Waiver of Approval Rights

Fox Tennis Academy/South Carolina Tennis Academy will own all rights in the Media it creates, subject to the license granted in Section 3. Participant waives any right to inspect or approve the Media or the specific manner in which it is used for the Permitted Uses.

6. Privacy and Personal Information

To the extent the Media or associated materials include personal information, Participant consents to Fox Tennis Academy/South Carolina Tennis Academy to process such information for the Permitted Uses and reasonable administrative purposes related to the Activities Fox Tennis Academy/South Carolina Tennis Academy will not sell personal information and will use reasonable measures to protect it. Participant may contact [privacy contact to be determined] to request access, correction, or deletion of personal information where required by applicable law.

7. Minors; Parental/Guardian Consent

If the Participant is under the age of majority in the relevant jurisdiction, the undersigned parent or legal guardian represents and warrants that they are the lawful parent or guardian of the minor Participant, have full authority to execute this Waiver on the minor's behalf, and hereby provide the consents, grants, and releases set forth herein for the minor Participant.

8. Release and Waiver of Claims

To the fullest extent permitted by law, Participant releases and discharges Fox Tennis Academy/South Carolina Tennis Academy from any and all claims, demands, or causes of action arising out of or relating to the capture or Permitted Uses of the Media, including claims for invasion of privacy, violation of the right of publicity, defamation, or moral rights, except to the extent arising from Fox Tennis Academy/South Carolina Tennis Academy to gross negligence or willful misconduct.

9. No Sensitive or Harmful Use

Fox Tennis Academy/South Carolina Tennis Academy will not use the Media in a manner that (a) is unlawful, (b) implies the Participant's endorsement of any third-party product or political position without separate written consent, or (c) is intentionally misleading or disparaging of the Participant.

10. Revocation

Participant may revoke this consent prospectively only by delivering written notice to [contact email/address to be determined]. Revocation will not affect any Permitted Uses made or committed to prior to Fox Tennis Academy/South Carolina Tennis Academy to reasonable time to implement the revocation after receipt of notice.

11. No Conflicting Commitments

Participant represents that granting the rights herein does not conflict with any other commitment or restriction and that no other permissions are required for Fox Tennis Academy/South Carolina Tennis Academy to use the Media as set forth in this Waiver.

12. Miscellaneous

- (a) Entire Agreement. This Waiver constitutes the entire understanding regarding the subject matter and supersedes any prior communications on this topic.
- (b) Amendment. Any changes must be in a signed writing by Fox Tennis Academy/South Carolina Tennis Academy too and the undersigned.
- (c) Severability. If any provision is held invalid, the remainder will remain in effect.
- (d) Governing Law. This Waiver will be governed by the laws of [state to be determined], without regard to conflicts of laws principles.
- (e) Counterparts; Electronic Signatures. This Waiver may be executed in counterparts and by electronic signature or acceptance, each deemed an original.

13. Optional Limitations (check if applicable)

- ☐ Do not identify Participant by full name in public postings.
- ☐ Limit use to Fox Tennis Academy/South Carolina Tennis Academy to own website and social media channels only.
- ☐ Do not use Media captured on the following dates/events: [dates/events to be determined].
- ☐ Other limitations: [limitations to be determined].

14. Acknowledgment and Signature

Participant Name (student): _____ Age (if minor): _____

Parent/Guardian Name (if Participant is a minor):

Address:

Email/Phone:

Emergency Contact (optional):

By signing below, the undersigned acknowledges that they have read and understood this Waiver, are at least [age of majority to be determined] years old or the lawful parent/guardian of the minor Participant and agree to be bound by its terms.

Signature of Participant (if adult student): _____

Date: _____

Signature of Parent/Guardian (if minor): _____

Date: _____

Printed Name:

Authorized Representative of Fox Tennis (optional): _____

Date: _____