



**HIDDEN HILLS**  
COUNTRY CLUB ESTATES

# Tennis Use Agreement

<b>Name (All Owners in Title or All Tenants):</b>			
<b>Address:</b>			
<b>List all other people in your household. For children/dependents and the month &amp; year of their birth</b>			
<b>Cell phone number:</b>		<b>Alternate contact number:</b>	
<b>Indicate if Owner or Tenant:</b>		<b>If Tenant, please state the end of your lease term:</b>	

**\*\*PLEASE NOTE: NO SMOKING IS PERMITTED IN THE TENNIS FACILITIES OTHER THAN FOR DESIGNATED AREAS\*\***  
**\*\* USE OF TENNIS FACILITIES IS AT EACH PERSON'S OWN RISK \*\***

**1. Indemnification:** The Owner(s)/Tenant(s) shall indemnify, defend, and hold Hidden Hills Country Club Estates Homeowners Association, Inc. ("Association"), its officers, employees, and agents harmless from any, and all, liabilities, claims, actions, causes of action, (including tort-based, contractual, injunctive, and/or equitable), demands, judgments, damages, costs or expenses (including without limitation reasonable attorneys' fees and court costs), losses (including personal and/or real), and bodily injury, suits, administrative actions, arbitration, or mediation, whether or not involving third party claim, arising out of or in connection with any personal injury, property damage, death or other liabilities of whatever kind or nature, including contagious disease or infection including COVID-19 related injury or loss, that arise from, originating from, are related to or are in any way connected with, or associated with, or growing out of (directly or indirectly), access to or use of the Association's Tennis facility, which includes the tennis courts, pro shop, perimeter fencing, access gate, awnings, chairs, tables, railings, restrooms, and any auxiliary buildings, containers, or equipment related to the access, function, or use of the Tennis facility (hereinafter referred to as a "Claim"). This indemnification for a Claim shall extend to the Owner(s)/Tenant(s) household members, guests, and invitees. This indemnification shall include without limitation and to the full extent permitted by law, any Claim which it is asserted and/or proved that the Association, its directors, officers, employees, agents or representatives: (1) was itself negligent or otherwise at fault; (2) any breach of any of the representations, warranties, covenants, obligations or duties contained in the governing documents of the Association for operation of the Tennis facility; or (3) any violation of any federal state or local laws, rules or regulations. The indemnification obligations herein shall survive the termination of this Agreement.

**2. Limited Access:** The Owner(s)/Tenant(s) and their resident household members will have access made available to them for use of the Tennis facilities during posted availability and during their ownership of a residence or through their lease term, respectively. Availability may be limited due to tournament and event scheduling. The Owner(s)/Tenant(s) or their resident household members provided access to the Tennis facility shall accompany any guest or invitee when such individuals use the Tennis facilities. If Owner(s)/Tenant(s) or their resident household members fail to accompany such individuals, such individuals must immediately vacate the Tennis facilities, and in such event the Association reserves the right to immediately suspend the Owner(s)/Tenant(s) and their resident household members access to the Tennis facility without notice. Additionally, if the Owner(s)/Tenants(s) or their household member, guest, or invitee shall be in violation of any of the Rules and Regulations of the Tennis facilities as they may be amended from time to time, the Association reserves the right to immediately suspend the Owner(s)/Tenant(s) access to the Tennis facility without notice.

**3. General Use Policy:** Tennis Courts only may be used for the sport for which they were designed. All individuals shall be responsible for any and all damages to any facility or property owned and/or operated by the Association. In case of damage or destruction of Association property due to conduct, whether intentional or unintentional, by an individual not due to ordinary wear and tear, the individual will be responsible for the cost of replacing the property destroyed or, at the Association's option, for the cost of restoring the property to its original condition. If the individual is a guest or invitee, then the Owner and/or the Tenant shall be jointly and severally responsible for any damage caused to Association property. Only proper tennis athletic footwear can be used in the court area and skateboards, bicycles, skates, scooters, or similar equipment is not allowed to be used within the tennis facilities. Individuals are responsible for all of their personal belongings. Personal belongings should not block any walkways or be left in areas that could result in safety hazards.



**4. Assumption of Risks:** This use of the facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Use of the facilities sometimes involves situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment; 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma; and 3) catastrophic injuries including paralysis and death. Each party hereto understands and accepts these and other risks that are inherent in the activities made possible by playing tennis. Each party hereto asserts that their participation is voluntary and that they knowingly assume all such risks.

By signing below, I hereby agree to the terms and conditions contained in this Tennis Use Agreement and that I have read and understand the Rules and Regulations regulating the use of the Tennis facilities and agree to abide by same and I further agree to provide a copy of this Tennis Use Agreement and the Rules and Regulations to my guests, invitees, and household members when they are provided access to the Tennis facilities:

<b>All Owner or Tenant Signatures:</b>			
<b>Print Name(s):</b>		<b>Date:</b>	

**IMPORTANT: PLEASE SIGN WHERE INDICATED AND DELIVER THIS FORM BACK TO THE ONSITE MANAGEMENT PERSON.**