

## RELEASE, PERMISSION, AND INDEMNITY AGREEMENT

**Release.** In consideration of being permitted to participate in any way in the **First Responders Wellness Pickleball Tournament** (“the Event”), I, for myself, my heirs or assigns, **hereby release, waive, discharge and covenant not to sue First Responder Wellness 403(c), Frankie Martin’s Garden**, the Event Directors, their officers, employees and agents from liability **from any and all claims** resulting in personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss arising from, but not limited to, participation in the Event.

**Assumption of Risk.** Participation in the Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. **I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in playing pickleball. I assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless.** I also agree to indemnify, and hold **First Responder Wellness 403(c) and all named above** harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Event.

**Use Permission.** I also give **First Responder Wellness 403(c)** and its agents and designees’ permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with the Event, including promotional, marketing, training, informational, and archival uses.