RELEASE, ASSUMPTION OF RISK, PERMISSION, AND INDEMNITY AGREEMENT

Release and Waiver of Lawsuit/Liability. In consideration of being permitted to participate in any way in the

Serving for Students Moneyball Pickleball Tournament held at Rancho Arbolitos Swim and Tennis Club/Pickleball Training Center, Located at 14343 Silverset St. Poway, CA 92064 on May 19, 2024 ("the Event"),

I, for myself, my heirs or assigns, **hereby release, waive, discharge and covenant not to sue Deborah Wagner, KD Pickleball, Project Pickleball, 0-0-Start, all associated Tournament Event Directors and Volunteers, Chira Tennis Academy, and Rancho Arbolitos Swim and Tennis Club**, and their officers, directors, employees and agents, sponsors, volunteers, and/or other representatives (collectively, the "Released Parties") for liability from fault in connection with any 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. I understand that this release means that I give up my right to bring negligence claims against the Released Parties, including for personal injuries, death, disease or property losses, or any other loss, whether known or unknown, foreseen or unforeseen.

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. By my signature below, I certify that I am physically fit for participation in the Event, and that if there are any questions about whether my participation is suitable, I will consult a health care provider prior to participating in the Event. I also understand that the use of protective equipment, including protective eyewear, is recommended during my participation in the Event, and that should I choose to forego wearing protective equipment I assume the risk of any injury resulting therefrom. **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 **all Released Parties** 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 **Deborah Wagner, KD Pickleball**, **Project Pickleball, and 0-0-Start** 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.

By my signature below I acknowledge that I have read and fully understood all provisions above and freely and knowingly assume the risk and waive my rights concerning liability as set out above. I also agree that the law of the State of California shall apply to this agreement.

Signature of Participant	Print Name of Participant	Date

Signature of Parent/Guardian if Minor	Print Name of Minor's Parent/Guardian	Date	Minor's Age