



## **AGREEMENT, WAIVER AND RELEASE**

In consideration for being permitted by the Ventura County Pickleball Club (VCPC) to participate in the 2024 Monster Smash Tournament on October 26-27, 2024 (“event”), I hereby waive, release, discharge and covenant not to sue, in advance, VCPC, Conejo Recreation and Park District (CRPD) and USA Pickleball (USA Pickleball Association) (USAP), their officers, employees and agents, from any and all liability and all claims arising out of, or connected in any way with, my participation in said event which result in, but not limited to, personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss, including the active or passive negligence of each of the named above or any other participants in the event. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission or “gross negligence” as that term is used in applicable case law and /or statutory provision.

**ASSUMPTION OF RISK:** It is understood that these activities involve a certain element of inherent risks and danger of accidents and knowing that those certain inherent risks cannot be eliminated regardless of care taken to avoid injuries, I hereby assume those risks. The specific risks vary but include, but are not limited to: 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, and concussions, and 3) catastrophic injuries such as paralysis and death. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. **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 I knowingly assume all risks.**

**INDEMNIFICATION AND HOLD HARMLESS:** I agree to indemnify and to hold VCPC, CRPD, USAP and all named above, free and harmless from any and all claims, actions, suits, loss liability, damage, cost or expense, including attorney’s fees, which may incur as the result of my death or any injury or property damage that I may sustain while participating in said activities.

**USE PERMISSION:** I also give VCPC, CRPD and USAP, and its agents, sponsors, officers, employees 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.

**PARENTAL CONSENT (to be completed and signed by parent/guardian if applicant is under 18 years of age):** I hereby consent that my child (see name(s) on signature pages attached to this Agreement, Waiver and Release) participate in the 2024 Monster Smash Tournament, and I hereby execute the above AGREEMENT, WAIVER and RELEASE on his/her/their behalf. I state that said minor(s) are physically able



to participate in said activities. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any and all claims, actions, suits, loss, liability, damage, cost or expense, including

attorney's fees, which they may incur as a result of the death or any injury or property damage that said minor(s) may sustain while participating in said activities.

**CONSENT FOR EMERGENCY MEDICAL TREATMENT:** As the participant or the parent, legal guardian or appointed conservator of the participant of this program, I hereby give consent to the VCPC to obtain all medical or dental care for myself or my dependent as prescribed by a duly licensed medical professional. This care may be given for whatever conditions are necessary to preserve the life, limb and well-being of myself or my dependent.

**I UNDERSTAND THAT THE VCPC HAS A CODE OF CONDUCT AND AGREE TO ABIDE BY ITS POLICIES AND CONDITIONS.**

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND VCPC, CRPD, USAP AND THEIR OFFICERS, EMPLOYEES AND AGENTS, AND I SIGN IT OF MY FREE WILL.**

\_\_\_\_\_  
*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*