



## LIABILITY WAIVER, RELEASE, PERMISSION, AND INDEMNITY AGREEMENT

**Waiver of Liability:** In consideration of being permitted to participate in any way in Professional Pickleball Service (“PPS”) programs or to play on any pickleball courts being used by PPS, I, for myself, my heirs, and assigns, do hereby release, waive, discharge, and covenant not to sue PPS LLC, any HOA, owner or facility management company of the pickleball courts being used, or any PPS sponsors, along with its/their directors, officers, employees, or agents, from any and all claims resulting in personal injuries, accidents, illnesses (including death), and property loss arising from, but not limited to, participation in any PPS event, lesson, league, camp, tournament, organized play, or general court usage.

**Assumption of Risk:** I acknowledge and understand that participation in any PPS event, lesson, league, camp, tournament, or organized play on any court in any way carries with it certain inherent risks that cannot be eliminated regardless of the precautions taken to avoid injuries. The specific risks include, but are not limited to:

1. **Minor Injuries:** Bruises, sprains, and dehydration.
2. **Major Injuries:** Eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions.
3. **Catastrophic Injuries:** Paralysis and death.
4. **Communicable Diseases:** Including, but not limited to, COVID-19.

I have read the above paragraph and 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 agree to indemnify and hold PPS LLC, any HOA, owner or facility management company of the pickleball courts being used, all PPS sponsors, and its/their directors, officers, employees, or agents harmless from any and all claims, actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees, brought as a result of my involvement with PPS LLC or participation in any PPS activity.

**Media Use Permission:** I hereby give PPS LLC and its agents, designees, or assignees permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with PPS LLC, including promotional, social media, marketing, training, informational, and archival uses.

**Acknowledgement and Acceptance:** By my participation in this tournament, event or program, I confirm my acceptance of this waiver in its entirety and acknowledge that I am voluntarily participating in PPS activities at my own risk.