

## **WAIVER OF LIABILITY**

### **Must Read Before Registering**

This is an agreement (“Agreement”) between you, the Participant, and Pickle for a Cause Foundation, Inc. (“PFAC”). By registering and/or participating in any way in the pickleball tournament hosted by Pickle for a Cause Foundation on December 7<sup>th</sup>, 2024, you agree to be bound by the terms & conditions of this Agreement.

1. **Assumption of Risk:** Participation in the tournament involves certain inherent risks, dangers, and hazards, including actions and/or negligence of others, conditions of the premises, including the pickleball courts, which can result in serious personal injury or death. As such, I hereby knowingly and freely agree to assume and accept any and all known and unknown risks of injury while participating in any way in the tournament including, but not limited to, the pickleball courts and any risks arising from weather conditions and assume all responsibility for my participation. I willingly agree to comply with the stated terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of PFAC immediately.
2. **Liability Waiver:** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, hold harmless and defend PFAC, their officers, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and any third-parties with any interest in the tournament, including but not limited to owners and lessors of premises used for the activity (“Releasees”) from any claims and liability for any damages, physical injury or death which may result to me in any way from participating in the tournament including, but not limited to, my playing and/or watching others play pickleball and/or walking/running to the pickleball courts, whether arising from the negligence of the releasees or otherwise, to the fullest extent of the law. It is further understood and agreed that this is a complete Waiver of Liability, that there are no other written or oral understandings or agreements, directly or indirectly, connected with this Waiver of Liability, and that this Waiver of Liability contains the entire agreement between the Participant and PFAC.
3. **Weather Conditions:** Participant understands and acknowledges that the tournament will take place regardless of weather conditions unless PFAC makes a decision to reschedule it prior to the start of the tournament. No refunds or compensation will be provided to participants in the event of weather-related disruptions, including delay, cancellation or modification of matches.
4. **Authorization to Release Personal Information to Third-Parties:** I, the participant, hereby authorize the release and sales of all personal information collected by PFAC through my participation in their services.

5. Photo & Video Release Waiver: I hereby grant PFAC, its agents, sponsors, advertisers, media companies and any other third parties with any interest in the tournament, permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration.

**6. I HEREBY DECLARE THAT I HAVE READ THIS WAIVER OF LIABILITY AND WAS GIVEN THE OPPORTUNITY TO DISCUSS THIS WAIVER OF LIABILITY WITH AN ATTORNEY. I UNDERSTAND, ACCEPT, APPROVE AND ADOPT ALL OF THE TERMS OF THIS WAIVER OF LIABILITY. BY REGISTERING FOR THE TOURNAMENT, I AGREE TO ALL THE TERMS AND CONDITIONS HEREIN.**

**FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS (UNDER 18):**

This is to certify that I, as parent/guardian with legal responsibility of this participant, do consent and agree to his/her/their participation in any way in the tournament and agree to all the terms and conditions as stated above and agree to his/her/their release as provided above of all Releasees, and for myself, my child and out heirs, assigns, and next of kin. I release and agree to indemnify, hold harmless and defend the Releasees from ant and all liabilities incident to my minor child’s involvement or participation in these activities as described above, even if arising from the negligence of the Releasees, to the full extent of the law.

DATED: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MINOR PARTICIPANT’S NAME: \_\_\_\_\_