

# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT TREND Pickleball Tournaments

**(To be signed by participants of the age of majority and over)**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in activities, programs, classes, services provided and events sponsored or organized by TrendAppend Commerce LLC and its affiliated leagues, clubs and teams and the sport of Pickleball, including but not limited to: games, tournaments, practices, training, personal training, dry land training, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

## **Disclaimer**

2. TrendAppend Commerce LLC its affiliated leagues, clubs and teams, and their respective directors, officers, committee members, members, volunteers, officials, participants, sponsors, owners/operators of the facility in which the Activities take place, successors and assigns, and representatives (the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

## **Description of Risks**

3. I understand and acknowledge that:

**a)** The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no

amount of care, caution or expertise can eliminate, including without limitation, the potential for serious

bodily injury, permanent disability, paralysis and loss of life;

**b)** The Organization may offer or promote online programming (such as webinars, remote conferences,

workshops, and online training) which have different foreseeable and unforeseeable risks than in-

person programming;

**c)** The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be

unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give

incomplete warnings or instructions, and the equipment being used might malfunction; and

**d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the**

## World Health

**Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.**

4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities which could result in damage, loss, serious physical injury, or death. The risks, dangers and hazards include, but are not limited to, injuries from:

a) **Health:** executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.

b) **Premises:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, fences, equipment or persons; dangerous, unsafe, or irregular conditions on playing surfaces, extreme weather conditions; travel to and from the premises.

c) **Use of Equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.

d) **Contact:** contact with Pickleballs, Pickleball Paddles, other equipment, nets, fences, or other persons, whether intentional or unintentional, is a common part of Pickleball programs, and may lead to serious bodily injury, including but not limited to concussions or other brain injury, or serious spinal injury.

e) **Advice:** negligent advice regarding Pickleball programs.

f) **Ability:** Failing to act safely or within my own ability or within designated areas.

g) **Sport:** the game of Pickleball and its inherent risk.

h) **Cyber:** privacy breaches, hacking, technology malfunction or damage.

i) **Conduct:** My conduct and conduct of other persons including any physical altercation between Pickleball participants.

j) **Travel:** Travel to and from the Activities.

k) **Negligence:** My negligence and negligence of other persons, including **NEGLIGENCE ON THE PART OF**

**THE ORGANIZATION**, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of Pickleball programs, some of which are referred to above.

## Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:

- a) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition;
- b) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
- c) To comply with the rules and regulations for participation in the Activities;
- d) To comply with the rules of the facility or equipment;
- e) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of a The Organization representative immediately;
- f) The risks associated with the Activities are increased when I am impaired, and I agree not to participate if impaired in any way;
- g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
- h) That I am responsible for my choice of protective equipment and the secure fitting of that equipment;
- i) That COVID-19 is contagious in nature and I may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all the foregoing risks.

## Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate in the Activities, use its equipment and facilities, I agree:

- a) That the sole responsibility for my safety remains with me;
- b) To **ASSUME** all risks arising out of, associated with or related to my participation;
- c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to be involved in the Activities;
- d) To **WAIVE** any and all claims that I may have now or in the future against the Organization;
- e) To freely **ACCEPT AND FULLY ASSUME** all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization;

f) To **FOREVER RELEASE AND INDEMNIFY** the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special or consequential), losses, actions, judgments, and costs, collectively, the "Claims" which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of warranty, breach of contract or breach of any statutory duty of care of the Organization;

g) To **HOLD HARMLESS AND INDEMNIFY** the Organization from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Activities;

h) To **FOREVER RELEASE AND INDEMNIFY** the Organization relating to becoming exposed to or infected by COVID-19 which may result from the actions, omission or negligence of myself and others, including but not limited to the Organization;

i) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;

j) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and

k) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the State of Utah and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### **Jurisdiction**

7. In the event that I file a lawsuit against the Organization, I agree to do so solely in the State of Utah and further agree that the substantive law of Utah will apply without regard to conflict of law rules. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

### **Photo Release**

8. I hereby grant the HHPA 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. I understand and agree that all photos will become the property of the HHPA and will not be returned and no royalty or fee will be paid.

### **Acknowledgement**

9. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to

maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Emergency Contact

Name    Relationship    Phone

\_\_\_\_\_

Participants Name \_\_\_\_\_

Participants Signature    Date

\_\_\_\_\_

In the event that the participant is under the age of consent (18 years of age), then the release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of \_\_\_\_\_ named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Parent / Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_