

Lantana Pickleball Waiver and Release Form

I, the undersigned player or the parent or legal guardian of a minor player named below, acknowledge, agree and understand that:

- 1) Voluntarily and of my own free will, I elect to use the Lantana Pickleball Facilities. I acknowledge that I am personally responsible for my safety and actions while using the Lantana Pickleball Facilities and I agree to strictly adhere to all rules, regulations, and/or policies governing my use of the Lantana Pickleball Facilities and will follow any and all lawful directions provided by District employees in connection with the same. I fully understand and agree that I may be immediately removed from the Lantana Pickleball Facilities by the Districts for failure to fully comply with the terms and conditions of this release, indemnity and hold harmless agreement.
- 2) I understand that there are certain risks and hazards involved in participating in Pickleball including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants in addition to the acts of swinging, hitting of the ball, running, jumping, stretching, diving and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players.

Further, I agree that in consideration for the right and privilege to use the Lantana Pickleball Facilities:

- 1) I voluntarily elect or accept and solely assume all risk of damages, injury, including death, incurred or suffered by me (a) while practicing or playing, (b) while serving in a non-playing capacity during practice of play by other players, and (c) while on or upon the premise of the Lantana Pickleball Facilities.
- 2) I, do by these presents for myself, my agents, heirs, executors, administrators, and assigns, hereby release, discharge and agree not to sue Denton County Fresh Water Supply District No. 6, Denton County Fresh Water Supply District No. 7, Denton County Development District No. 4, or their owners, officers, agents, servants, associations, employees, or any person or entity connected with the courts, from all actions, causes of action, claims, demands, lawsuits, attorney's fees, costs, or damages arising from or resulting from any property damage, personal injury, illness, permanent disability, and/or death sustained by me in connection with my use of the Lantana Pickleball Facilities for whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released. **I further agree that I shall hold harmless and fully indemnify the parties hereby released from any**

claims, damages, costs including attorney fees, and cause of action which may arise from any claim or cause of action made by me, through me or on my behalf even if the damages, injuries or death are caused in whole or in part by any of the parties or entities hereby released.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE THE ABOVE PROVISIONS IN THE WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.