

## DUPR Collegiate Pickleball Participation Release and Waiver

This Participation Release and Waiver (this "Agreement") is made and entered into as of the date when you ("Player") execute this Agreement by and between Major League Pickleball, Inc. ("MLP"), a Pickleball League, whose principal place of business is located at 2770 US-290, Dripping Springs, TX 78620, Dynamic Universal Pickleball Rating, LLC ("DUPR"), and Dreamland Tank Town, LLC "Dreamland".

Player acknowledges, agrees and represents that he/she/they will have participated in or will be participating in various events and activities organized, operated and/or controlled by MLP/DUPR/Dreamland including 2025 and beyond (the "Events"). In consideration of MLP/DUPR/Dreamland accepting the participation of Player in the Events, which includes, without limitation, pickleball training, competition, media and promotional appearances and other tournament-related activity, Player, on behalf of himself/herself/themselves and his/her/their Releasers (hereinafter defined), acknowledges and agrees as follows:

**1. Publicity Consent:** Player (a) understands and agrees that Player may be filmed, televised, photographed, identified, and may have Player's name, nickname, image, picture, likeness, voice, performance, signature, biographical information, or any other identifiable features (collectively, the "Image") otherwise captured, depicted, or recorded in connection with participation in the Events (collectively, "Materials"); (b) hereby irrevocably and perpetually authorizes MLP/DUPR/Dreamland and each of the MLP teams operated by MLP, and each of their respective direct and indirect affiliates, subsidiaries, members, clubs, teams, companies, administrators, designees, licensees, agents, owners, officers, directors, employees, sponsors, broadcast partners, designees, invitees, agents, contractors (and all employees of such contractors), and other personnel (collectively, the "Released Parties") the right, license and authority to use Player's Image and related Materials and consents to any such use of Player's Image or Materials at any time, for any purpose and in any manner deemed appropriate by any of the Released Parties without payment to, or the additional consent or notification of, Player; (c) consents to any of the Released Parties seeking a copyright and/or creating derivative works from the Materials; (d) agrees not to contest the rights or authority granted to the Released Parties in this Section 1 and waives any moral rights to the Materials and right to inspect, edit or otherwise approve the recordings, and modes of the use thereof as described above; and (e) agrees that all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials are the sole property of MLP/DUPR/Dreamland.

**2. Medical Treatment Consent:** Player hereby authorizes medical staff of MLP/DUPR/Dreamland, MLP teams, and/or any certified athletic trainers, qualified health professionals, or medical contractors of any of the foregoing (the "Staff") to seek medical treatment for Player at local medical facilities as they deem necessary. Player hereby consents to any x-ray, anesthetic, diagnostics, medical or surgical treatment or hospital care deemed necessary by a licensed health care provider in connection with participation in the Events. Player understands that this authorization is given in advance of any specific diagnosis, treatment or hospital care, and that it is given to provide the Staff with authority to seek medical treatment as the Staff judges necessary for Player. Player acknowledges and agrees that Player is not an employee of MLP and, therefore, Player accepts responsibility for payment of all services rendered; Player authorizes any medical facility that renders services to release medical information necessary for the processing of insurance claims and for the Staff to sign the required privacy waivers for the release of such information in connection with the processing of such claims; and Player authorizes the payment of insurance claims directly to the medical facility. Player understands that the Staff and/or the Released Parties will NOT be responsible for any costs associated with the above-referenced medical treatment, and that such expenses will be covered by Player or the medical benefits provider, travel insurer, or other representative ("Payor") of Player. Player understands that medical bills may be submitted by the medical provider or facility to the Player's Payor.

**3. Assumption of Risks:**

A. Player expressly understands, confirms, and agrees that the sport of Pickleball presents risks to Player, and that there are therefore inherent risks that come with participating in an Event. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken. For example, Events may test Player's physical limits, which creates an inherent risk of physical injury. Other inherent risks include, but are not limited to, contact or collision with other persons or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. Player understands and acknowledges that any of these risks, and others not specifically listed here, could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death, and loss of income and/or career opportunities). Player accepts that Player has personal responsibility for any and all costs and expenses, damages, liability, and other losses that Player, or any Releasors may incur in connection with the foregoing risks.

B. Player understands that by participating in the Events, Player may be exposed, or expose others, to contagious and potentially harmful or deadly diseases, including, but not limited to, influenza, common cold, chicken pox, meningitis, measles, or COVID-19 (hereinafter defined) or other viruses. Players may also be exposed to risks while traveling (such as in vehicles when traveling to and from the Events), exposure to large crowds (such as at the Events), and exposure to risks related to receipt of treatment for any physical or mental conditions. Player voluntarily assumes all of these and other associated risks and accepts personal responsibility for any and all damages, liability, and other losses that Player or any of Player's Releasors may incur in connection with the foregoing risks.

C. Player understands that (1) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (2) no precautions, including, but not limited to, the protocols that will be implemented from time to time by the Released Parties and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the "COVID-19 Protocols"), can eliminate the risk of exposure to COVID-19; (3) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to Player's family members and other contacts; and (4) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Player also acknowledges that the COVID-19 Protocols may prove inadequate to prevent the exposure and transmission of COVID-19 and that it is possible that from time-to-time persons present at the Events who may not comply fully with the COVID-19 Protocols. Player understands that the implementation of the COVID-19 Protocols does not guarantee that Player will not be exposed to or contract COVID-19 as a result of his/her/their attendance at the Events or pass COVID-19 on to others, including, but not limited to family members of Player. Player understands and knowingly and voluntarily assumes all risks related to traveling to and from participation in the Events. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID-19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from Player's own actions, inactions, or negligence, but from the actions, inactions, or negligence of others. Player voluntarily assumes all of these and other

associated risks and accepts personal responsibility for any and all damages, liability, and other losses that Player or any of Player's Releasers may incur in connection with the foregoing risks.

D. Player understands that (1) all data, materials, and instances of personal information (including, but not limited to, the personal information of Player registered in the Event databases) provided to or collected by MLP/DUPR/Dreamland or any of the MLP teams (the "MLP Materials") shall remain property of MLP/DUPR/Dreamland, and (2) precautions taken by the Released Parties cannot completely eliminate the risk of a data breach or other unauthorized or accidental use, access, loss, alteration, disclosure, disposal, or other exploitation of MLP Materials. Player voluntarily assumes all of these and other associated risks and, to the maximum extent permitted by law, accepts personal responsibility for any and all damages, liability, and other losses that Player or any of Player's Releasers may incur in connection with the foregoing risks.

E. Player acknowledges that Player's participation in the Events is without assumption of responsibility or risk of any kind by the Released Parties, and the Released Parties make no representations or warranties of any kind with respect to Player's participation.

F. Player has read Sections 3.A. through 3.E. and (1) understands the nature of the Event activities, (2) understands the demands of those activities relative to the physical condition and skill level of Player, and (3) appreciates the types of injuries, illnesses, and risks related to Player's participation in the Events and the treatment for any physical or medical condition that may occur as a result of participation in the Events. Player hereby asserts that participation in the Events and use of related facilities and services are voluntary and that Player knowingly assumes all related risks.

**G. PLAYER UNDERSTANDS, INTENDS AND ACKNOWLEDGES THAT THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT HIS/HER/THEIR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS, AND THAT BY SIGNING THIS AGREEMENT, PLAYER IS RELINQUISHING SUBSTANTIAL LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO PURSUE CLAIMS OR FINANCIAL RECOVERY FOR, AMONG OTHER THINGS, ACUTE AND LONG-TERM INJURIES OR ILLNESS INCURRED BY PLAYER WHILE PARTICIPATING IN EVENTS INCLUDING, BUT NOT LIMITED TO, COVID-19 OR BRAIN OR HEAD INJURIES SUCH AS THOSE THAT MAY BE ASSOCIATED WITH CONCUSSIONS AND SUBCONCUSSIVE BLOWS, REGARDLESS OF WHETHER SUCH INJURY OR ILLNESS RESULTS FROM THE INHERENT RISKS OF THE ACTIVITY OR FROM THE NEGLIGENCE OF THE RELEASED PARTIES. THIS ASSUMPTION OF RISK APPLIES TO ALL RISKS ARISING OUT OF, ASSOCIATED WITH, OR RESULTING DIRECTLY OR INDIRECTLY FROM PLAYER'S PARTICIPATION IN EVENTS, INCLUDING, WITHOUT LIMITATION, THE RISKS LISTED ABOVE AS WELL AS THOSE DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES. PLAYER FURTHER ACKNOWLEDGES THAT PLAYER HAS BEEN FULLY WARNED AND IS AWARE OF, AND APPROVES, UNDERSTANDS, APPRECIATES, AND ASSUMES THE RISKS OF PICKLEBALL, INCLUDING, WITHOUT LIMITATION, THE RISKS LISTED ABOVE, PRIOR TO THE DATE OF HIS/HER/THEIR FIRST PARTICIPATION IN ANY EVENT ACTIVITY. PLAYER REPRESENTS AND DECLARES THAT PLAYER IS PHYSICALLY, MENTALLY, EMOTIONALLY AND INTELLECTUALLY WILLING AND ABLE TO ACCEPT, AND DOES HEREBY CLEARLY, UNAMBIGUOUSLY AND EXPLICITLY ACCEPT, ALL RISKS, FORESEEN AND UNFORESEEN, ASSOCIATED WITH PLAYER'S PARTICIPATION IN AN EVENT.**

#### **4. Waiver and Release of Claims:**

A. In consideration of Player being able to participate in the Events, Player does hereby knowingly, voluntarily, unconditionally, irrevocably, and forever release, waive, discharge, and covenant not to sue the Released Parties of and from any and all claims, suits, actions, causes of action, liabilities, demands, damages, losses, judgments, debts, dues, payments, sums of money, liens, executions, responsibilities and accounts, costs, or expenses, of any nature whatsoever, including in law or equity, contingent or non-contingent, known or

unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, asserted or unasserted, liquidated or unliquidated, whether past, present, or future, in any way relating to or arising from Player's enrollment in or participation in the Events ("Claims")—even if the risks and liabilities that Player is releasing by this Agreement arise (A) out of the ordinary negligence or carelessness, whether active or passive, of one or more of the Released Parties, or (B) from any hidden, latent, or obvious defects in any of the facilities or equipment used, of one or more of the Released Parties—which Player has, owns, or holds, either now or at any time, against the Released Parties. Without limiting the generality of the foregoing, this waiver and release includes, but is not limited to, Claims relating to (1) personal injury, illness, or death; (2) damage to, or loss or theft of, property (including, but not limited to, personal items, cars, and money); (3) the receipt of medical care or treatment for any physical or mental condition (which shall be at Player's sole cost); (4) use of facilities, services, premises, and equipment; (5) exposure to inclement weather; and (6) involvement in accidents of any kind. Player further covenants, promises and agrees not now or at any time in the future, directly or indirectly, to sue or bring any action against the Released Parties for any Claims that are covered by the waiver and release set forth in this Section, including without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short and/or long-term effects of such injury and death) whenever arising, but it shall not apply to Claims arising solely from the gross negligence or willful misconduct of any of the Released Parties.

B. Player acknowledges that Player may later discover claims or facts in addition to or different from those which the Player now knows or believes to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, Player waives any and all Claims that might arise as a result of such different or additional claims or facts.

C. Player acknowledges and understands that the waiver in this Section is binding on Player's heirs, next of kin, personal representatives, successors, assigns, and other persons acting or purporting to act on Player's or the foregoing parties' behalf's (the "Releasers").

**5. Wearable Technology Consent:** Player understands and agrees that Player may be offered or required to wear a microphone for the purpose of capturing the Player's voice and the sounds of the competition. Player consents to the collection and use of Player's voice, including, but not limited to, in combination with Player's Image or biographical information, by the Released Parties for any purpose without payment to Player.

**6. Player Acknowledgments:** Player acknowledges that the following statements are true and accurate and that no Released Party can be held responsible in any way if they are not: (i) Player has consulted with Player's own doctor to ensure that Player's participation in the Events will not pose any unusual risks to Player's health and well-being; (ii) Player is in good condition physically and has not been advised or cautioned against participation in any pickleball activities generally or the Events specifically by Player's doctor or any other medical practitioner. Player authorizes the Releasers to secure emergency medical care or transportation (e.g., EMS) for Player when deemed necessary by the Releasers at the sole cost of Player.

**7. Indemnification:** Player agrees to indemnify and hold the Released Parties harmless from any liability, claims, demands, costs, expenses, and attorneys' fees incurred by any of the Released Parties as a result of (a) Player, or any person on Player's behalf, including the Releasers, asserting any claims arising from, relating to, or in connection with activities that Player has acknowledged and assumed risk under Section 3 and/or which is covered by the waiver and release set forth in Section 4; and (b) all claims and amounts related to legal and other actions brought against any of the Released Parties, to the extent such claims are attributable to the negligence or willful misconduct of Player or a violation or breach of this Agreement.

**8. Governing Law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of TEXAS (without giving effect to the principles of conflicts of law of such State) as set forth herein.

**9. Severability:** If any of the terms set forth in this Agreement are deemed to be invalid, illegal, unethical, or unenforceable, this shall not affect the legality, validity, and enforceability of the remaining terms of this Agreement, which shall remain in full force and effect. Only those terms deemed to be illegal, unenforceable, unethical, or invalid shall be deemed not to be part of this Agreement.

**10. Comprehension of Agreement:** In entering into this Agreement, the Parties represent that they have carefully read and fully understand the terms, conditions, and legal effects of this Agreement and voluntarily accept them. The Parties each acknowledge that they had the right and opportunity to consult with legal counsel of their own choosing in connection with the negotiation, review, and execution of this Agreement. In addition, the Parties agree that the language of this Agreement shall be construed neutrally and without regard for which Party drafted the Agreement.

**11. Dispute Resolution:**

A. In the event of any dispute between Player and MLP/DUPR/Dreamland including (1) regarding the meaning or interpretation of this Agreement or any matters relating to Player's participation in the Events and (2) where Player believes MLP/DUPR/Dreamland has acted capriciously or arbitrarily, the Parties agree that such dispute shall be

finally and conclusively resolved by confidential arbitration in the State of [Texas] under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") existing as of the date of this Agreement, to a single arbitrator, who shall apply [TEXAS] law to the dispute, regardless of any conflict of law principles. B. In the event Player commences arbitration to resolve any dispute as contemplated by this Section, Player shall pay all fees and costs associated with the arbitration, including MLP's reasonable attorneys' fees. In the event Player prevails on all of Player's claims in arbitration, MLP shall be responsible for its equal share of the arbitrator's fees and costs as well as its own attorneys' fees. Player shall bear the burden of persuasion on all issues subject to arbitration. Player expressly waives any and all rights to bring a lawsuit in state or federal court against MLP or to seek injunctive relief with respect to any dispute arising under this Agreement or any matter relating to Player's participation in the Events. All questions as to the meaning of this Agreement or as to the arbitrability of any dispute shall be determined by the arbitrator, whose decision shall be final and binding and shall not be subject to judicial review. Judgment on any arbitration award may be entered by any court having jurisdiction. C. Player agrees that all claims described in this Section must be pursued on an individual basis only. By signing this Agreement, Player hereby waives his/her/their right to commence, or be a party to, any class or collective claims against the Releasers.