

RELEASE, ASSUMPTION OF RISK, PERMISSION, AND INDEMNITY AGREEMENT



Release and Waiver of Lawsuit/Liability. In consideration of being granted access to and/or use of the premises of Pickler Universe, LLC or its affiliates, including Pickler Universe – DFW, LLC and Pickler Universe – Carrollton, LLC (collectively, “Pickler”) located at 2550 Rental Car Drive, Irving, TX 75062 or 2800 N. Interstate 35E, Carrollton, TX 75007, including the facilities, courts, lobby, mezzanine, restaurant, bar, restrooms, hallways, parking lots, courtyards, entryways and sidewalks, and all other areas indoors and outdoors at the premises (collectively, the “Premises”), I, for myself and on behalf of my Related Persons (as defined below), **HEREBY KNOWINGLY AND VOLUNTARILY RELEASE AND COVENANT NOT TO SUE PICKLER**, and their officers, directors, members, managers, employees, agents, sponsors, contractors, lessees, volunteers, other representatives, and successors and/or assigns of each of the foregoing entities or persons, whether past, present or future and whether in their institutional or personal capacities (collectively, the “Released Parties”) with respect to any and all claims that I or any Related Persons may have or hereafter accrue, against any of the Released Parties that relate to any of the risks, hazards and dangers incident to being on the Premises or attending or participating in any activity at the Premises, including the risk of personal injury (including death), exposure to communicable diseases, viruses, bacterial or illnesses (including COVID-19), or the causes thereof, or lost, stolen or damaged property, however caused and whether inside or outside of the Premises, including allegations of negligence by any of the Release Parties, whether such negligence be sole, joint or concurrent, or active or passive, and hereby waives all claims and potential claims relating to such risks, hazards, and dangers. **I UNDERSTAND THAT THIS RELEASE MEANS THAT I GIVE UP MY RIGHT TO BRING NEGLIGENCE CLAIMS AGAINST THE RELEASED PARTIES, INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN AND I IRREVOCABLY WAIVE ANY CLAIM TO THE CONTRARY.** “Related Person” means my heirs, assigns, executors, administrators, next of kin, anyone entering the Premises with me (which persons I represent have authorized me to act on their behalf for purposes of agreeing to the terms of this agreement, including the release herein), and other persons acting or purporting to act on my or their behalf.

Assumption of Risk. Being on the Premises, or attending or participating in any activity at the Premises, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include (1) minor injuries such as bruises, sprains and dehydration, (2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and (3) catastrophic injuries such as paralysis and death. Further, balls and other objects may fly into spectator areas during an activity and injury may occur. Stay alert at all times. By my signature below, I certify that I am physically fit to participate in or attend any activity at the Premises, and that if there are any questions about whether my participation or attendance is suitable, I will consult a health care provider before participating in or attending any activity at the Premises. I also understand that the use of protective equipment, including protective eyewear, is recommended during my participation in activity at the Premises, and that should I choose to forego wearing protective equipment I assume the risk of any injury resulting therefrom. **I HAVE READ THE PREVIOUS PARAGRAPHS, AND I UNDERSTAND AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN BEING ON OR USING THE PREMISES, INCLUDING PLAYING PICKLEBALL. MY PRESENCE ON THE PREMISES AND PARTICIPATION IN ANY ACTIVITY THEREON IS VOLUNTARY AND I KNOWINGLY ASSUME ALL SUCH RISKS.**

Indemnification and Hold Harmless. I agree to indemnify, defend and hold Pickler and all other Released Parties harmless from any and all claims, actions, suits, costs, losses, expenses, damages and liabilities (including attorney’s fees and costs) related to my presence at or use of the Premises. Pickler reserves the right to take exclusive control and defense of any claim, and I agree to fully cooperate with Pickler in asserting any available defenses.

Use Permission. I acknowledge that cameras will be present throughout the Premises and activities at the Premises will be recorded and live streamed. I grant Pickler and its agents and designees irrevocable permission to use, publish, distribute or modify, without limitation or obligation, my image, likeness, name, voice, and words in any medium for any purpose related to my presence at or use of the Premises, including promotional, marketing, training, informational, and archival uses, without further authorization or compensation, and waive all claims and potential claims relating to such use unless prohibited by law.

Policies. I agree to comply with all of Pickler’s policies, including policies addressing security, user conduct, health and safety, and searches. My belongings may be searched or assessed. I consent to such searches and waive any

related claims that may arise. Under such policies, certain items may not be brought onto or into the Premises, including alcohol, drugs, controlled substances, weapons, recording devices, laser pointers, irritants and containers.

Miscellaneous. This agreement shall be governed by the laws of the State of Texas. If any provision of this agreement is determined to be invalid, illegal or unenforceable, it shall be deemed severed and not affect the enforceability of any other provisions, which shall be enforced as if this agreement did not contain the invalid, illegal or unenforceable provision.

By my signature below I acknowledge that I have read and fully understood all provisions above and freely and knowingly assume the risk and waive my rights concerning liability as set out above.

Signature of Participant

Print Name of Participant

Date

If participant is under the age of 18 years old, this agreement must also be signed by a Parent or Guardian.

WARNING! Parent or Guardian, please read carefully. By signing this form, you will assume certain risks and responsibilities for both the minor and yourself.

Signature of Parent/Guardian if Minor

Print Name of Minor's Parent/Guardian

Date

Minor's Age