



Participant's Release, Waiver of Liability, Assumption of Risk, Indemnity Agreement and Medical Treatment Consent and Release

RELEASE, WAIVER AND INDEMNIFICATION: In consideration of being permitted to participate in the pickleball, badminton and other activities in Arch Pickleball & Badminton facility at 11333 Blake Drive, Bridgeton, MO 63044 (the "APB Events"), the undersigned participant and the parent(s) or legal guardian(s) of participant, hereby voluntarily agree to release, waive, and relinquish any and all liability, claims, damages, costs, attorney's fees, or cause(s) of action, including personal injury, property damage, or wrongful death, which we have or may have in the future, as a result of damages or injuries relating to the APB Events, arising out of or incident to any negligent act or omission by Arch Pickleball & Badminton, its officers, employees, agents, volunteers, co-sponsors, affiliates and subsidiaries (the "Released Parties"). The undersigned, agree that if, despite this release, I or anyone on the participant's behalf makes a claim against any of the above named Released Parties, I will indemnify, save and hold harmless all of the above named Released Parties from any litigation expenses, attorney's fee, loss liability, damages, or costs that may occur as a result of any such claim.

ASSUMPTION OF RISK: The undersigned, understand and agree that, whether as a participant or spectator, there exists risk of harm associated with the APB Events which may give rise to bodily injury including, but not limited to, partial or total disability, paralysis and death and/or property damage. These risks include, but are not limited to, those hazards associated with strenuous activity, exposure to heat or cold weather, exhaustion, dehydration, broken bones, concussion, torn appendages, dislocations, bruises, cuts, and any other injuries that may result in physical contact with others. The undersigned further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of the APB Events, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by Arch Pickleball & Badminton, including all acts of negligence of Arch Pickleball & Badminton. These risks and dangers may be caused by the negligence of the participant, participant's parent(s)/legal guardian(s), the sports facility and related premises, or the negligence of others, including Arch Pickleball & Badminton, its officials, officers, employees, agents, volunteers or co-sponsors and **I knowingly and voluntarily assume full responsibility for these risks arising out of or related to the APB Events.**

PERMISSION TO USE LIKENESS/NAME: The undersigned hereby grants to Arch Sports LLC, DBA Arch Pickleball & Badminton (APB), or anyone authorized by APB, the permission and unlimited right to use, without compensation, participant's likeness and/or name in any form or media throughout the world, present and future, and hereby releases APB from any claim(s) that may arise regarding the use of participant's image or name, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright.

MEDICAL TREATMENT CONSENT AND RELEASE: The undersigned, hereby grants APB permission to authorize medical treatment by a qualified and licensed medical provider including, but not limited to, an MD, EMT, Paramedic, Firefighter, Police Officer, Nurse, Nurse Practitioner, or Physician's Assistant, in an emergency which, in the opinion of the attending provider, may be life threatening, cause disfigurement, physical impairment, or undue discomfort if delayed and agree to assume financial responsibility for any medical expenses directly or indirectly related thereto.

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE, IN ANY WAY, AT ALL APB EVENTS THE UNDERSIGNED ACKNOWLEDGES, APPRECIATES, AND AGREES THAT:

- The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation immediately; and,
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Arch Sports LLC DBA Arch Pickleball & Badminton, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Released Parties"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND MEDICAL TREATMENT CONSENT AND RELEASE, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED.

Participant Name: _____

Participant Signature: _____

DATE SIGNED: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Released Parties and that myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Released Parties from any and all liabilities incident to my minor's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

DATE SIGNED: _____

Emergency Phone Number: (____) _____