

DUPR HIGH SCHOOL 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 **Dynamic Universal Pickleball Rating, LLC** (“DUPR”), whose principal place of business is located at **1300 NW 17TH AVE, STE 273B, DELRAY BEACH, FL 33445**.

Player acknowledges, agrees, and represents that he/she/they have participated in or will be participating in various events and activities organized, operated, and/or controlled by DUPR including 2024 and beyond (the “Events”). In consideration of DUPR 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**

(a) Player 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”) captured, depicted, or recorded in connection with participation in the Events (collectively, “Materials”).

(b) Player hereby irrevocably and perpetually authorizes DUPR and each of its 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) Player consents to any of the Released Parties seeking a copyright and/or creating derivative works from the Materials.

(d) Player agrees not to contest the rights or authority granted to the Released Parties in this Section 1, waives any moral rights to the Materials, and waives the right to inspect, edit, or otherwise approve the recordings or modes of use thereof as described above.

(e) Player agrees that all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic or digital copies of the Materials are the sole property of DUPR.

2. **Medical Treatment Consent**

Player hereby authorizes medical staff of DUPR and/or any certified athletic trainers, qualified health professionals, or medical contractors of DUPR (the “Staff”) to seek medical treatment for Player at local medical facilities as they deem necessary. Player hereby consents to any x-ray, anesthetic, diagnostic, 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 DUPR 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. 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, 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. Events may test Player’s physical limits, creating 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. Any of these risks, and others not specifically listed here, could cause injuries that may be minor (e.g., scrapes, bruises, sprains, cuts), serious (e.g., property loss or damage, broken bones, fractures), or catastrophic (e.g., permanent disabilities, death, and/or loss of income or career opportunities). Player accepts personal responsibility for any and all costs and expenses, damages, liability, and other losses that Player or any Releasers 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), being in large crowds (such as at the Events), and in receiving treatment for 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 Releasers 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, protocols that may be implemented by the Released Parties and/or third parties (including 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, certain individuals may be especially vulnerable; and (4) exposure to COVID-19 can result in quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Player acknowledges that the COVID-19 Protocols may prove inadequate to prevent exposure and transmission of COVID-19, or that persons at the Events may not comply fully with them. Player knowingly and voluntarily assumes all risks related to traveling to and from and participating in the Events, including an increased risk of exposure to COVID-19, personal injury, disability, other health effects, and death, whether arising from Player's own actions or negligence, or that 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.

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 DUPR (the "DUPR Materials") shall remain the property of DUPR, and (2) the 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 exploitation of DUPR 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 that 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., (1) understands the nature of the Event activities, (2) understands the demands of those activities relative to Player's physical condition and skill level, and (3) appreciates the types of injuries, illnesses, and risks related to Player's participation in the Events and any treatment for physical or medical conditions arising from participation. Player hereby asserts that participation is 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 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), 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 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 THOSE LISTED ABOVE, PRIOR TO THE DATE OF HIS/HER/THEIR FIRST PARTICIPATION. 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 THE EVENTS.

4. **Waiver and Release of Claims**

A. In consideration of Player being able to participate in the Events, Player hereby knowingly, voluntarily, unconditionally, irrevocably, and forever releases, waives, discharges, and covenants not to sue the Released Parties 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 facilities or equipment used by one or more of the Released Parties. This release covers all Claims 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/theft of, property (including 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 and agrees not to sue or bring any action against the Released Parties for any Claims that are covered by the waiver and release set forth herein, including without limitation all Claims arising under the tort laws of any state, and extends to all damages (including short- and 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 Player now knows or believes to exist with regard to the subject matter of this Agreement, 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' behalfs (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 if they are not:

(i) Player has consulted with Player's own doctor to ensure that participation in the Events will not pose any unusual risks to Player's health.

(ii) Player is in good physical condition and has not been advised or cautioned against participation in pickleball activities generally or the Events specifically by any 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 Player's sole cost.

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 Releasers), asserting any claims arising from or relating to the risks Player has assumed under Section 3 or that are covered by the waiver and release in Section 4; and

(b) All claims and amounts related to legal or 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/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 its principles of conflicts of law).

9. Severability

If any of the terms in this Agreement are deemed invalid, illegal, unethical, or unenforceable, this shall not affect the legality, validity, or enforceability of the remaining terms, which shall remain in full force and effect. Only those terms deemed illegal, unenforceable, unethical, or invalid shall be stricken from 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. The Parties agree that the language of this Agreement shall be construed neutrally and without regard for which Party drafted it.

11. Dispute Resolution

A. In the event of any dispute between Player and DUPR, 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 DUPR 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, before a single arbitrator applying Texas law (without regard to 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 DUPR's reasonable attorneys' fees. In the event Player prevails on all of Player's claims in arbitration, DUPR 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 DUPR 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 Released Parties.

1. Fraud and Misconduct

A. Player agrees that participation in the Events is conditioned upon adherence to all rules, regulations, and codes of conduct established by DUPR, including but not limited to prohibitions against cheating, fraud, or any other form of misconduct.

B. Player acknowledges that if Player or Player's team is found, in DUPR's sole discretion, to have engaged in cheating, fraud, or any other conduct intended to gain an unfair advantage in entering or competing in the Events, DUPR shall have the absolute right to:

1. Disqualify Player or Player's team from the Events.
2. Void any winnings, prizes, or monetary awards otherwise payable to Player or Player's team.

C. Player irrevocably waives the right to challenge any such determination or seek recovery of forfeited winnings or awards, whether in arbitration or otherwise.

D. Player agrees to indemnify and hold the Released Parties harmless from any claims, damages, or legal actions arising out of or related to determinations of cheating or

misconduct made in good faith by the Released Parties.

E. Player acknowledges that the determination of cheating or misconduct by DUPR is final, binding, and not subject to further review, provided that such determination is not the result of gross negligence or willful misconduct by the Released Parties.