

## **Liability Waiver and Release of Claims Middletown MD Pickleball Courts**

### **PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of being allowed to participate in activities at the Middletown MD Remsberg Park Pickleball Courts (the "Facility"), I, the undersigned, hereby acknowledge, understand, and declare and affirm that I am physically and mentally capable in participating in Pickleball Activities at the Facility, and have no known health restrictions that might jeopardize my health or safety, or the health or safety of others. I further agree as follows:

**1. Assumption of Risk**

I understand that participation in pickleball and related activities involves serious inherent risks, including but not limited to physical injury, permanent disability, paralysis, or death, as well as damage to or loss of property. I knowingly, voluntarily, and freely assume all risks associated with these activities, whether known or unknown, and take full responsibility for my participation in any Pickleball Activities.

**2. Release and Waiver of Liability**

I, on behalf of myself, my heirs, executors, administrators, assigns, and personal representatives, hereby release, discharge, and hold harmless the Town of Middletown, its officials, employees, agents, volunteers, and representatives (collectively, the "Releasees") from any and all claims, demands, actions, or causes of action related to any loss, damage, injury, or death arising out of or in connection with my use of the Facility or participation in any activities there, whether caused by the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

**3. Compliance with Rules**

I agree to abide by all rules and regulations applicable to the Facility. I understand that failure to follow the Facility's rules and regulations may result in lawful removal and trespass from the park.

**4. Acknowledgment of Understanding**

I have read this waiver and fully understand its terms. I acknowledge that I am signing it freely and voluntarily, intending it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

### **Participant Information**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

**Signature**

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For Participants Under 18**

If the participant is under the age of 18, a parent or legal guardian must sign below:

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By signing, I certify that I am the parent or legal guardian of the minor participant and consent to their participation, acknowledging and agreeing to all terms stated in this waiver.