



Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement

In consideration of being permitted to participate in any way in any Central Illinois Pickleball Club (“CIPC”) events, activities, clinics, programs, open or league play, or other offerings (each individually, and collectively, “Event”), I hereby acknowledge, appreciate, fully understand, and agree to the following terms of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”).

Participating in any Event involves risk, including without limitation: serious injury, including permanent disability or death; sickness and disease (including communicable disease); loss of, or damage to, equipment/property; severe social and economic losses; and other undefined, not readily foreseeable risks which might result not only from an individual’s own actions, inactions, or negligence, but also from the action, inaction, or negligence of others, the rules of play, or the condition of the premises or of any equipment used. I assume all the foregoing risk and accept sole responsibility for any injury, disability, death, illness, loss, damage, liability, or expense arising from or in connection with my participation in any Event. As such, I hereby release, waive, discharge, hold harmless, and covenant not to sue the CIPC, its directors, officers, members and sponsors; host organizations and facilities; venue and property owners or operators where any Event takes place; and any other organizer, promoter, sponsor, advertiser, coach, or instructor of any Event; and each of their respective parent, subsidiary and affiliated companies, directors, officers, partners, shareholders, members, agents, employees and volunteers (collectively, the “Releasees”) from any and all liability to me, my heirs, assigns, personal representatives, and next of kin from any and all claims resulting from, or relating in any way to, my involvement in any Event.

I agree to indemnify, defend, and hold harmless the Releasees against any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and attorneys’ fees) of any kind or nature, sustained or incurred by a third party which may arise out of or result from my acts or omissions in connection with any Event, and for which recovery is sought against a Releasee by that third party. I shall also indemnify Releasees for any costs and attorneys’ fees sustained or incurred by Releasees in defense of any such third-party claim.

I: (i) hereby consent to any and all uses and displays by the Releasees of my name, image, likeness, voice, biographical information, photograph, and video (collectively, “Depictions”) that may be shown on websites, publications, commercial or promotional materials, communications, and all other printed and electronic forms and media including, without limitation, for the purpose of promoting the CIPC and/or its initiatives, any Event, the sport of pickleball, and other purposes as determined by CIPC; (ii) hereby assign to Releasees all rights I



may hold in such Depictions, including but not limited to copyrights, and understand and agree that all Depictions shall be the sole property of the CIPC and no compensation will be received in connection with their use; and (iii) release, waive and discharge any and all claims of any kind or nature arising out of or relating to the use of the Depictions by the Releasees.

The validity, enforceability, and interpretation of this Agreement shall be construed according to the laws of the State of Illinois. Any action to enforce this Agreement, or pertaining to subject matters covered within it, may be brought exclusively in and only in a court of competent jurisdiction within Peoria County, Illinois. I hereby consent to the jurisdiction of said courts for the purpose of such an action.

This Agreement represents the complete understanding regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I AFFIRM AND WARRANT THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND AGREE TO ITS TERMS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. FUTHERMORE, I AFFIRM THAT I AM OF LEGAL AGE (18 YEARS AND OLDER), OR IF I AM A MINOR UNDER THE AGE OF 18, A LEGAL GUARDIAN SHALL AFFIRM AND WARRANT THE SAME ON THE MINOR'S BEHALF.

Participant Name: _____

Participant Signature: _____

Legal Guardian Signature (if participant is a Minor): _____

Date: _____