



WAIVER AND RELEASE OF LIABILITY

ALL PARTICIPANTS ENTERING THE COURTS AT WARNER CENTER PICKLEBALL DO SO AT THEIR OWN RISK. NO ONE SHALL BE PERMITTED TO PLAY WITHOUT ACKNOWLEDGING THE TERMS AND CONDITIONS BELOW AND SIGNING THIS WAIVER.

1. I am over the age of 18, or, if not, my legal guardian is signing on my behalf and permit me to participate in the events and classes being held at Warner Center Pickleball.
2. The risk of injury from the activities involved in my participation in any type of sport or fitness program or regimen has the potential to be significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
3. I KNOWINGLY, FREELY and VOLUNTARILY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE (KNOWN OR UNKNOWN) OF THE RELEASEES, THEIR EMPLOYEES, CONSTRUCTORS, SUBCONTRACTORS, INSTRUCTORS, COACHES, or others, and assume full responsibility for my participation; and
4. 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 and bring such to the attention of management immediately; and
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS, **Digital Media Technologies, Inc., dba Warner Center Pickleball**, and their subcontractors, coaches, officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lesser of premises used for the activity ("releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PRINT NAME: _____

X _____ Age: _____ Date signed: _____
SIGNATURE

**BY SIGNING ABOVE, I HEREBY AGREE TO THE TERMS
OUTLINED ABOVE IN THE WAIVER AND RELEASE OF LIABILITY**