



## RELEASE, ASSUMPTION OF RISK, PERMISSION, AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in the sport of PICKLEBALL,

I, for myself, my heirs or assigns, hereby release, waive, discharge and covenant not to sue YYC Pickleball, and their officers, directors, employees and agents, sponsors, volunteers, and/or other representatives (collectively, the "Released Parties") for liability from fault in connection with any personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss arising from, but not limited to, participation in the sport of PICKLEBALL. I understand that this release means that I give up my right to bring negligence claims against the Released Parties, including for personal injuries, death, disease or property losses, or any other loss, whether known or unknown, foreseen or unforeseen.

**Assumption of Risk.** Participation in PICKLEBALL carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. By my signature below, I certify that I am physically fit for participation in PICKLEBALL, and that if there are any questions about whether my participation is suitable, I will consult a health care provider prior to participating in PICKLEBALL. I also understand that the use of protective equipment, including protective eyewear, is recommended during my participation in PICKLEBALL, and that should I choose to forego wearing protective equipment I assume the risk of any injury resulting therefrom. I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in playing pickleball. I assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless.** I also agree to indemnify and hold YYC Pickleball and all Released Parties harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the sport of PICKLEBALL.

**Other:** Participant hereby authorizes any medical assistance or treatment deemed necessary in the event of any injury to Participant while participating in any activity. Participant has appropriate insurance, or, if not, Participant agrees to pay all costs of medical services incurred on his or her behalf.

**PROMOTIONAL MATERIAL** – I give my permission for YYC Pickleball to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, I send to YYC Pickleball and or to their social media. I agree that anything I send, YYC Pickleball has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc for the use of such pictures, etc.

Participant agrees that YYC Pickleball and its designees may use Participant's name, voice, photographs, likenesses, biographies, testimonials and statements, and other identification for any purpose relating to YYC Pickleball activities and advertising and publicizing the YYC Pickleball and its products and services.

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Signature of Participant

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Print Name of Participant

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Date

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Signature of Parent/Guardian if Minor

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Print Name of Minor's Parent/Guardian

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Date

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Minor's Age

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Email of Participant