

FROSTBITE PICKLEBALL SMASH @ THE LAB
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT
(DUPR-RATED EVENT)

This Waiver and Release of Liability, Assumption of Risk, and Indemnification Agreement (“Agreement”) is entered into by and between the undersigned participant (“Participant”) and the following parties (collectively, the “Released Parties”): (i) Parody Pickleball Mgmt (“Organizer”), and (ii) The Lab PB LLC, including without limitation its owners, operators, managers, employees, staff, representatives, affiliates, landlords, agents, contractors, sponsors, volunteers, and all other persons or entities associated with the facility or event.

Event Name: Frostbite Pickleball Smash @ The Lab
Event Date: Saturday, February 21, 2026
Facility Address: 255 NW 135th St, North Miami, FL 33168

In consideration of being permitted to participate in, attend, observe, enter, and/or otherwise be present at the above-referenced event and premises (including all tournament play, warm-ups, check-in, activities, and related event functions), Participant knowingly and voluntarily agrees as follows:

1. Assumption of Risk.

Participant acknowledges that participation in pickleball and attendance at the event involves inherent risks, including, without limitation, serious bodily injury, temporary or permanent disability, illness, death, and property damage. Participant understands that such risks may be caused by Participant’s own actions or omissions, the actions or omissions of others, conditions of the playing surface or facility, weather, equipment, and/or the negligence of the Released Parties. Participant further acknowledges that The Lab PB LLC is an outdoor facility and that outdoor conditions may include, without limitation, uneven surfaces, wet or slippery courts, excessive heat, sun exposure, dehydration, wind, rain, lightning, insects, environmental hazards, and changing weather conditions. Participant voluntarily and knowingly assumes all such risks, whether known or unknown, foreseeable or unforeseeable, and accepts full responsibility for any resulting injury, damage, loss, or expense.

2. Release and Waiver of Liability.

To the fullest extent permitted by the laws of the State of Florida, Participant hereby forever releases, waives, discharges, and covenants not to sue the Released Parties from any and all claims, demands, causes of action, losses, liabilities, damages, costs, and expenses of any kind, whether known or unknown, arising out of or related to Participant’s participation in the event, presence on the premises, or use of the facility, including without limitation any claim arising out of the negligence of any of the Released Parties.

3. Indemnification and Hold Harmless.

Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, damages, liabilities, costs, and expenses (including reasonable attorney’s fees) arising out of or related to (i) Participant’s participation in the event, (ii) Participant’s presence on the premises, (iii) Participant’s acts or omissions, or (iv) any breach of this Agreement.

4. Medical Treatment and Emergency Care.

Participant acknowledges that the Released Parties have no obligation to provide medical treatment. Participant authorizes the Released Parties to obtain emergency medical care on Participant’s behalf if deemed necessary, and Participant assumes full responsibility for all costs associated with medical care, transportation, and related services.

5. Tournament Rules and Conduct.

Participant agrees to comply with all tournament rules, DUPR-related rules and reporting requirements, facility policies, posted signage, and all instructions from tournament staff and facility staff. Participant acknowledges that failure to follow rules, unsafe conduct, or disruptive behavior may result in removal from the event without refund.

6. DUPR Results Reporting Authorization.

Participant authorizes Organizer to record, process, and submit match scores and event results to DUPR for ratings calculation and event tracking.

7. Photography, Video, and Media Release.

Participant grants Organizer and The Lab PB LLC the irrevocable right to photograph, record, and/or otherwise capture

Participant's likeness, voice, name, and image during the event. Participant authorizes the use of such media for promotional, marketing, social media, and informational purposes, in any format now known or later developed, without compensation to Participant.

8. Personal Property.

Participant acknowledges and agrees that Participant is solely responsible for safeguarding personal belongings. The Released Parties are not responsible for lost, stolen, or damaged property.

9. Minor Participants.

If Participant is under eighteen (18) years of age, this Agreement must be executed by Participant's parent or legal guardian, who agrees to all terms herein on behalf of the minor and themselves.

10. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Participant agrees that any dispute arising out of or relating to this Agreement or the event shall be brought exclusively in a court of competent jurisdiction located in Miami-Dade County, Florida, and Participant consents to such jurisdiction and venue.

11. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Acknowledgement of Understanding.

Participant acknowledges that Participant has read this Agreement in its entirety, fully understands its terms, understands that Participant is waiving substantial legal rights (including the right to sue), and signs this Agreement voluntarily and without any inducement, assurance, or guarantee.

PARTICIPANT INFORMATION AND SIGNATURE

Participant Full Name: _____

Signature: _____

Date: _____

PARENT / LEGAL GUARDIAN (REQUIRED IF PARTICIPANT IS A MINOR)

Minor Participant Full Name: _____

Parent/Guardian Full Name: _____

Parent/Guardian Signature: _____

Date: _____