

**APEX PICKLEBALL LLC
RELEASE AND HOLD HARMLESS AGREEMENT
PARTICIPANT**

READ CAREFULLY BEFORE SIGNING

In consideration of APEX PICKLEBALL LLC ("APEX") allowing me or my minor child to participate in their events and activities, I acknowledge on behalf of myself, and the minor child for whom I am the parent or legal guardian listed below (individually and collectively referred to herein as "Participant") agree and acknowledge as follows:

1. I hereby acknowledge and agree that APEX is providing training services for me to participate in athletic related activities, and in activities which may include, but are not limited to group instruction, private instruction, classes, exercises, warmups, events, individual free play, demonstrations, seminars, workshops, tests, simulations, physical contact, and other related athletic activities (the "Programs"). I recognize that these Programs require intense physical activity, can be highly dangerous and that severe injuries can occur in the course thereof. I understand and agree that no matter how careful APEX, its members, employees, instructors, and other participants are, this risk cannot be eliminated. The risk of injury includes, but is not limited to, minor injuries such as bruises and muscle strains to more serious injuries such as broken bones, dislocations, permanent injuries such as paralysis, and even death. Being fully aware of these dangers, I acknowledge and agree that my Program participation is entirely voluntary, and is undertaken with full knowledge of the facts and understanding and acceptance of the risks.
2. I hereby acknowledge that the Program requires physical exertion of the body that may cause physical discomfort, soreness, and injury and I am fully aware of the risks and hazards involved. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the above-mentioned Program. I represent and warrant that I have no medical condition that would prevent my participation in the Program.
3. I hereby acknowledge and agree that should I suffer an injury while participating in the Program or from any attempt to practice skills learned under the instructions received as part of the Program, that all risk and responsibility is solely on me.
4. Based on the foregoing, I hereby assume any and all risks incidental to and arising from my participation in the Program, including but not limited to any of my actions following practices and activities related to such Program(s), and that APEX is not responsible for any actions or inactions associated therewith.
5. I hereby acknowledge and agree that I will indemnify and hold harmless APEX, related and affiliated entities, and the officers, members, employees, agents, volunteers, representatives, successors, and assigns of each of the foregoing entities from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitations attorneys' fees and costs), which arise out of or result from any act or omission on my behalf, related to such Program participation.
6. The Released Parties are: APEX, related and affiliated business entities, and the officers, members, employees, agents, representatives, successors and assigns of each of the foregoing entities. On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns. I (1) release and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever for bodily injury (including death) and property damage arising out of or in any way connected with

my participation in the Program; and (2) indemnify and hold each of the Released Parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, all attorney's fees and costs. I expressly agree that this release and indemnity agreement includes, without limitation, any claims based on the negligence, action or inaction of any of the Released Parties, and covers bodily injury (including death) and property damages suffered by me during or after such Program participation.

7. I hereby release and forever discharge APEX from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with my participation and involvement with the Programs. Notwithstanding the foregoing, I hereby grant to APEX the full authority to take whatever healthcare actions or inactions it considers, in its sole discretion, to be warranted under the circumstances during my participation and involvement with APEX Program. I indemnify and hold APEX harmless for all costs and expenses incurred for the provision of any healthcare or safety measures related to any transportation of me for medical treatment.
8. I hereby grant and convey unto APEX all rights, title and interest in any and all photographic images and video or audio recordings made by APEX of me, my likeness, or my voice, in connection with the Program, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I also expressly acknowledge that APEX may and is permitted to use said photographic images, video and audio recordings in any way or means deemed advisable by APEX, in its sole discretion, including but not limited to posting of images and recording on the internet and social media websites. I specifically and expressly release APEX from any claims, liability and or demands arising from APEX's use of said photographic images, video and audio recordings.
9. If any legal action or other proceeding is brought in connection with this Release and Waiver, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other related costs, in addition to any other relief to which the party is entitled. This Release and Waiver shall be governed by and interpreted in accordance with the laws of the State of Tennessee, without giving effect to the conflict of law principles thereof. If any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver which shall continue to be enforceable. The parties expressly submit to the exclusive jurisdiction and venue of Rutherford County, Tennessee, and waive any and all objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniences. Any judicial proceeding by the undersigned or APEX directly or indirectly, in any way arising out of, related to or connected with this Release and Waiver, shall be brought only in Rutherford County, Tennessee.
10. I am not under the influence of alcohol or drugs, and there is no impairment or imbalance that would affect my understanding of all the terms of this Agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

PARTICIPANTS AGE 18 AND OLDER

Print Participant's Name: _____

Signature: _____

Date: _____

As parent/guardian signing this Agreement for the below named minor, I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the RELEASED PARTIES for any claim, suit, or damages, arising out of said minor's participation in the Programs.

PARTICIPANTS UNDER AGE 18

Minor's Name & Age: _____

Print Parent/ Guardian Name: _____

Parent/ Guardian Signature _____