

Waiver and Release of Liability and Indemnity Agreement

In consideration of and as condition of my permission to use, today and on all future dates, My Park Initiative, LLC, sports facility located at 891 SW 34th Street, Fort Lauderdale, FL 33315 ("The FORT"), I, for myself, my heirs, personal representatives or assigns, and/or beneficiaries, and anybody claiming by, though , under or on my behalf of me acknowledge, agree and represent that:

1. I am legally competent and have full authority to sign this Waiver and Release of Liability and Indemnity Agreement.
2. I recognize and acknowledge that the Activity or Activities I will be participating in involves a risk of personal injury to myself and others.
3. I fully understand, acknowledge, and expressly assume all risk of injury (including, without limitation, permanent disability, death, and/or property damage) during the course of any Activity, however caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death.
4. I fully understand and acknowledge that THE FORT's staff have the right to exclude individuals that are intoxicated, under the influence of drugs, or disorderly from participation in any portion of the Activities. I understand and agree that if I am excluded from participating due to intoxication, I will not receive a refund for any amounts paid and shall not have any other recourse.
5. I certify that I am in good health and do not have any health and/or mental health condition that would be aggravated by participation in any Activity or that would make such participation unsafe or otherwise inappropriate.
6. I acknowledge that the Fort has cameras that are streaming on THE FORT website and I hereby give THE FORT and its agents, affiliates, designees, and the Association of Pickleball Players ("APP") permission to record my image and use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with THE FORT, including promotional, marketing, training, informational, and archival uses. I understand and agree that all photos and other materials will become the property of THE FORT and the APP and will not be returned.
7. I hereby irrevocably authorize THE FORT and the APP to edit, alter, copy, exhibit, publish, or distribute these photos and materials for any lawful purpose. In addition, I waive my right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo, image, name, voice, or words.
8. I acknowledge that this Waiver and Release of Liability and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the state of Florida and that if any portion of this Waiver and Release of Liability and Indemnity Agreement is held invalid, that the balance shall, notwithstanding, continue in full force and effect.
9. I release, waive, discharge, defend, indemnify and covenant not to sue My Park Initiative, LLC, My Park Hospitality, LLC, My Park Management, LLC, Association of Pickleball Players, City of Fort Lauderdale, the affiliates, parent companies, and related entities of each of the foregoing entities, and all of the respective officials, owners, officers, directors, partners, members, managers, shareholders, agents, contractors, sponsors, employees, representatives, successors and assigns of each of the foregoing entities (collectively, "Releasees"), in their official and individual capacities, from any and all claims, demands, suits, allegations,

liability, losses, damage, rights, risks, or causes of action of any kind, including, but not limited to any arising from first aid treatment or service rendered in connection with the Activity, which I, anyone claiming by, through, under, or on behalf of me, or anybody else has or might have against the Releasees in connection with, arising out of, or in any way related to my participation in the Activity, including without limitation, for injuries, damages, mental anguish, or losses to persons or property (up to and including death).

10. It is expressly agreed that the release and indemnification provided for in this waiver and release of liability and indemnity agreement applies regardless of whether such claims, demands, suits, allegations, liability, losses, damage, rights, risks, or causes of action are caused in whole or in part by any act or omission, conduct, negligence, or other fault of releasees.

11. I understand and acknowledge that terms of this Waiver and Release of Liability and Indemnity Agreement are contractual and not mere recitals and that this Waiver and Release of Liability and Indemnity Agreement cannot be revoked, supplemented, modified, or amended unless such revocation, supplementation, modification, or amendment is executed in writing by the undersigned and an authorized representative of THE FORT. Finally, I acknowledge that there are no other understandings or agreements, oral or written, relating to the subject matter of this Waiver and Release of Liability and Indemnity Agreement that constitute part of this Waiver and Release of Liability and Indemnity Agreement except those specifically set forth herein.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE AND AGREE THAT THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT IS AN AGREEMENT NOT TO SUE THE FORT OR ANY OF ITS RELEASEES AND CONSTITUTES A COMPLETE RELEASE OF LIABILITY BY ME, MY PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGNS, HEIRS, NEXT OF KIN, BENEFICIARIES, AND ANYBODY CLAIMING BY, THROUGH, UNDER OR ON BEHALF OF ME IN FAVOR OF THE RELEASEES. I ACKNOWLEDGE

THAT I AM SIGNING THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT VOLUNTARILY, WITHOUT COERCION, DURESS, OR UNDUE INFLUENCE AND WITH FULL KNOWLEDGE OF ITS TERMS AND EFFECTS.

Participant Name _____

Phone Number _____

Email Address _____

Minor Name(s) _____

Signature of User/Participant/Member: _____

Date: _____

Signature of Parent/Legal Guardian of Minor: _____

Date: _____