

WAIVER AND RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF THE RISK – PICKLEBALL TOURNAMENT

Please review the terms and conditions of this Waiver and Release of Liability (the "Waiver" or the "Agreement") carefully. This Waiver is a contract between you (Pickleball Participant), Professor Dink, Inc, and Westborough Connects, including any parents, affiliates, subsidiaries, employees, officers, volunteers, members and agents thereof (the "Organization"). The Waiver governs your participation in a pickleball lesson, tournament, and/or rental of a pickleball court (the "Activity"). After fully reading the Agreement, please sign and date the bottom if you agree to be bound by all provisions contained herein. A signed Waiver is required for participation in the Activity.

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE ACTIVITY, I AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION. I UNDERSTAND THAT PICKLEBALL CAN BE DANGEROUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH. I understand that risks related to the Activity include, but are not limited to: falling or loss of balance; collision with objects or other people; varying visibility and adverse weather; equipment malfunction, failure, or damage; improper use or maintenance of equipment; limited access to and/or delay of medical attention.

I am also aware that accidents or illness can occur during the Activity that may result in serious injury or death. I acknowledge full and sole responsibility for my own medical expenses, including medical expenses incurred on my behalf. I authorize the Organization to secure medical assistance on my behalf and at my expense. I know of no physical or mental limitations which may restrict my participation in the Activity.

I RECOGNIZE THESE RISKS AND ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS AND FULL ASSUMPTION OF THE DANGER AND ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR THE NEGLIGENCE OR DELIBERATE ACT OF ANOTHER PERSON, INCLUDING BUT NOT LIMITED TO, THE RISKS OF DEATH, FALLING, DISABILITY, INJURY, LOSS, DAMAGES, THE UNAVAILABILITY OF MEDICAL CARE, OR OTHERWISE, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST AND HOLD HARMLESS, INDEMNIFY AND AGREE NOT TO SUE, THE ORGANIZATION AND NAMED PARTIES ABOVE FOR ANY DAMAGES, NOW KNOWN OR HEREAFTER KNOWN, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, MEDICAL BILLS, LOST WAGES, PAIN AND SUFFERING, LOSS OF CONSORTIUM, EMOTIONAL DISTRESS, ATTORNEY FEES AND/OR OTHER LEGAL FEES, ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITY, EVEN THOUGH THIS LIABILITY MAY ARISE THROUGH NO FAULT OF MY OWN OR FROM THE NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES BEING RELEASED OR FROM DANGEROUS OR DEFECTIVE PROPERTY OR EQUIPMENT OWNED, MAINTAINED OR CONTROLLED BY THEM OR FROM LIABILITY WITHOUT FAULT.

Except for disclaiming liability for which the Organization is prohibited from disclaiming under law, the Organization hereby disclaims any and all liability and warranties for the Activity and I understand and agree to the Organization's disclaimer of the same. I agree that all matters arising out of or relating to this Waiver shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING THE ACTIVITY OR THE ORGANIZATION. I agree to allow my image, name, likeness and voice to be used and published in any media format worldwide in connection with the Activity or the Organization. I understand that in the event that any one or more of the provisions contained in this Waiver shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Waiver and the remaining portions shall remain in full force and effect. Also, I agree to follow and comply with all rules for participating in the Activity and accept any equipment provided by the Organization AS IS; and WITH NO WARRANTIES, express or implied. I declare that I am eighteen (18) years old or older and legally competent to sign this Waiver, or, my parent/legal guardian has read this waiver and is signing on my behalf. I understand that these terms are legally binding, and I have signed this document of my own free act and I understand that this Waiver will also bind my heirs, successors and assigns.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Player's Name Printed_____

Signature_____

Date

[I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Waiver and Release of Liability.

Parent or Legal Guardian Name Printed_____

Signature_____

Date