

Pickleball Tournament Participant Waiver and Release Of Liability, and Authorization to Use Name, Image, and Likeness

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS.

A. ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, the undersigned participant, hereby acknowledge, understand, and agree that participation in the above-named pickleball tournament ("Event") involves physical activity that may expose me to the risk of serious injury, illness, permanent disability, or death. Risks may include, but are not limited to, muscle strains and sprains, falls, collisions, equipment failure, exposure to inclement weather, and hazards associated with playing on indoor or outdoor courts. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the organizers, sponsors, volunteers, property owners, or any other persons or entities involved with the Event (collectively, the "Releasees"). I hereby release, waive, and discharge the Releasees from any and all liability, claims, demands, losses, or damages arising from or related to my participation in the Event, including claims arising from the negligence of the Releasees. This release includes, but is not limited to, claims for personal injury, property damage, wrongful death, or medical expenses. I certify that I am physically fit to participate in the Event and have not been advised otherwise by a qualified medical professional.

B. MEDIA RELEASE AND AUTHORIZATION

I hereby grant full permission to the Event organizers, sponsors, partners, media affiliates, and any other authorized agents to capture, record, photograph, or otherwise use my name, image, likeness, voice, biographical information, or performance during the Event in any media format, now known or hereafter developed, including but not limited to television, radio, print, social media, internet, and promotional materials. I understand that such use may be for commercial, promotional, or informational purposes and I waive any right to inspect or approve the finished product or any compensation for such use. I further understand and agree that I shall receive no compensation of any kind—monetary or otherwise—for the use, publication, or distribution of such materials. I release all rights, claims, and interests I may have in any

such recordings or images, and I waive any claim arising from such use, including claims for defamation, invasion of privacy, or infringement of rights of publicity.

C. MEDICAL AUTHORIZATION

In the event of an injury or medical emergency, I authorize the Event organizers to obtain medical treatment for me and agree to be financially responsible for any such treatment. I further authorize any licensed medical provider or emergency personnel to administer first aid treatment or medical care, including hospitalization, anesthesia, surgery, or other necessary medical procedures, and I waive any claim arising out of such care, except in cases of gross negligence or intentional misconduct. I understand and agree that the Event organizers are not responsible for the adequacy or availability of medical care provided and that I am solely responsible for any and all medical expenses incurred.

D. CODE OF CONDUCT

I agree to conduct myself in a sportsmanlike manner and to abide by all rules and regulations set forth by the Event organizers. I understand that misconduct, including but not limited to abusive language, unsportsmanlike behavior, or disregard for safety, may result in my disqualification or removal from the Event without refund. I further acknowledge that the use or possession of alcohol, illegal drugs, or controlled substances is strictly prohibited at the Event venue, and I agree not to participate while under the influence of any substance that could impair my judgment, coordination, or performance. Violation of this provision may result in immediate disqualification, removal from the premises, and potential notification to law enforcement.

E. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Releasees from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way related to my actions, participation in the Event, or breach of this agreement. This includes, but is not limited to, claims brought by other participants, spectators, staff, or third parties for personal injury, property damage, or any other loss alleged to have been caused in whole or in part by my conduct or failure to follow Event

rules and safety guidelines. My obligation to indemnify applies regardless of whether such claims arise from active or passive negligence on the part of the Releasees, except where prohibited by law.

F. NO GUARANTEE OF SAFETY OR RESULTS

I understand that the organizers do not guarantee the safety or condition of the Event venue, equipment, or other participants. I accept full responsibility for assessing the suitability of any playing surface, equipment, or opponent. I acknowledge that it is my responsibility to inspect all playing areas and equipment prior to participation and to immediately report any hazardous conditions to Event staff. I further understand that failure to conduct such inspection or to notify the organizers of unsafe conditions shall be deemed an assumption of risk. I also recognize that the actions or negligence of other participants are beyond the control of the organizers, and I release the organizers from liability for any resulting injuries or damages.

G. FORCE MAJEURE AND EVENT CANCELLATION

I acknowledge that the Event may be rescheduled, modified, or cancelled due to weather, acts of God, public health concerns, governmental orders, or other causes beyond the control of the organizers. I understand that in such circumstances, refunds may not be issued. I further acknowledge that the organizers reserve the right to adjust the Event format, venue, schedule, or participant assignments without prior notice in response to logistical needs, safety considerations, or emergency conditions. I agree that the organizers shall not be liable for any losses or additional expenses incurred by me in connection with any such changes, including but not limited to travel costs, accommodation fees, or missed opportunities. Participation in the rescheduled or modified Event shall constitute a waiver of any claims related to the original Event arrangements.

H. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed under the laws of the State of North Carolina, without regard to its conflict of law principles. Any suit, action, or proceeding

seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any state court sitting in Cabarrus County, North Carolina or the United States District Court for the Western District of North Carolina. Each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue in any such court, or that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

I. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any such invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, enforceable, and consistent with the original intent of the parties. If such modification is not possible, the provision shall be deemed severed from this Agreement without affecting the validity and enforceability of the remaining terms.

J. NO DURESS

I acknowledge and agree that I have entered into this Agreement freely and voluntarily, without coercion, undue influence, or duress of any kind. I have had the opportunity to ask questions and to seek independent legal counsel before signing. I further acknowledge that I fully understand the terms and conditions of this Agreement and am not relying on any representations or statements not expressly set forth herein.

K. PICKLEBALL-SPECIFIC RISK ACKNOWLEDGMENT

I understand that pickleball is a high-movement sport that includes rapid lateral motion, swinging of paddles, and close interaction with other players. I acknowledge and accept the risk of injury from collisions, falls, overexertion, dehydration, and eye or facial impact from balls or paddles, as well as injuries resulting from uneven, worn, or slippery court surfaces. I further understand that doubles play may increase the likelihood of incidental contact or miscommunication with partners or opponents. I recognize that these risks are inherent to the sport and agree to take reasonable precautions to minimize harm, including stretching before play, wearing appropriate footwear and safety gear (e.g.,

protective eyewear), staying hydrated, and maintaining situational awareness during play.

L. COURT CONDITIONS AND FOOTWEAR

I acknowledge that proper footwear is critical for safe participation in pickleball. I agree to wear non-marking, court-appropriate athletic shoes and to inspect the court surface before play. I understand and accept that it is my sole responsibility to select and wear appropriate footwear, to ensure that it is properly fitted and in good condition, and to assess the court for any hazards before participating. I accept full responsibility for any injury or harm resulting from unsuitable footwear, inadequate inspection of the court, or failure to take reasonable precautions. I waive any and all claims against the organizers, venue operators, event sponsors, and affiliated parties for injuries or damages arising from these conditions, whether known or unknown, visible or hidden. I further understand that my participation may be denied or revoked at the sole discretion of the organizers if my footwear is deemed unsafe or non-compliant with these requirements.

M. EQUIPMENT RESPONSIBILITY

I agree to use my own paddle and gear or, if I borrow or rent equipment, to thoroughly inspect it before use to ensure it is safe and in proper working condition. I understand and accept that it is my sole responsibility to determine the suitability of any equipment I use, whether provided by the Event, another participant, or a third party. I assume all risks associated with the use, malfunction, or failure of such equipment. I agree to immediately discontinue use if I observe any defect, damage, or safety concern. I release and hold harmless the organizers, event sponsors, venue operators, and all affiliated parties from any and all liability, claims, or causes of action arising from damage, defect, or improper use of any pickleball equipment, including but not limited to paddles, balls, nets, or safety gear, whether supplied by the Event or another participant. I further waive any claims for injury or damage caused by the equipment of other players and agree to return any borrowed or rented equipment in the same condition in which it was received, normal wear and tear excepted.

N. SPORTSMANSHIP AND DOUBLES TEAM SAFETY

I understand that many games will be played in doubles format, which requires communication, coordination, and close physical proximity with a partner and opposing

players. I acknowledge that the fast-paced nature of pickleball and the confined playing area carry an inherent risk of incidental contact, miscommunication, or accidental collisions. I agree to take reasonable precautions to avoid striking or colliding with any other player and to communicate clearly and consistently during rallies. I understand that, despite these efforts, some level of contact may still occur. I assume full responsibility for any resulting injury and expressly waive and release any and all claims against the organizers, venue operators, event sponsors, and affiliated parties ("the Releasees") for injuries, damages, or losses arising out of or relating to incidental contact, collisions, or actions of other participants during play.

O. WEATHER AND OUTDOOR PLAY

For outdoor events, I understand that court surfaces may become slippery or hazardous due to rain, humidity, standing water, mud, or other environmental conditions, including fallen leaves, branches, or debris. I acknowledge that such hazards may arise suddenly and without warning. I agree to inspect the court prior to play and to continuously monitor conditions during participation. I further agree not to play or continue playing if I believe the conditions are unsafe, regardless of whether the Event has formally suspended or continued play. I accept full responsibility for any injury, damage, or loss resulting from my decision to play under potentially unsafe or changing weather conditions. I release and hold harmless the Event organizers, sponsors, venue operators, and all affiliated parties from any and all liability related to weather-induced hazards, playing conditions, or decisions to delay, reschedule, suspend, or cancel play in whole or in part due to weather or other acts of God.

P. COVID-19 ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND HEALTH ATTESTATION

I acknowledge that COVID-19 is a contagious virus that can cause serious illness, long-term health complications, or death. I understand that participating in any in-person or group-based activities—including recreational sports such as pickleball—may increase my risk of exposure to or transmission of COVID-19 or its variants, and that such exposure can occur even when preventative measures are implemented. I voluntarily assume all risks associated with COVID-19 exposure, infection, and related consequences that may arise from my participation in this Event, regardless of whether such exposure results from the negligence of the Event organizers, other participants, volunteers, or any other individuals involved in the Event (collectively, the "Releasees"). I

certify that, as of the date of the Event, I am not currently experiencing symptoms of COVID-19, including but not limited to fever, cough, difficulty breathing, sore throat, fatigue, or loss of taste or smell. I have not tested positive for COVID-19 within the past ten (10) days, have not been advised to quarantine or isolate by any healthcare provider or public health authority, and, to the best of my knowledge, have not been in close contact with anyone diagnosed with or showing symptoms of COVID-19 within the past ten (10) days.

I agree to comply with all federal, state, and local public health directives, as well as any Event-specific safety protocols, including but not limited to mask usage, social distancing, health screenings, and sanitation practices. I understand that these protocols are subject to change based on evolving public health guidance, and that the Event organizers reserve the right to cancel, postpone, or modify the Event without prior notice due to public health concerns, including but not limited to COVID-19. I waive any claims for refunds, damages, or other relief resulting from such changes. Should I test positive for COVID-19 within ten (10) days following the Event, I agree to promptly notify the Event organizers to allow for appropriate contact tracing and notification of other participants. By signing this Waiver, I expressly waive, release, discharge, and covenant not to sue the Releasees from any and all claims, demands, causes of action, or liabilities of any kind arising out of or relating to exposure to, or contraction of, COVID-19 in connection with my participation in the Event—even if caused by the negligence of the Releasees.

Q. AGE CONFIRMATION AND MINOR PARTICIPATION PROHIBITED

By signing this Waiver, I certify and affirm that I am at least eighteen (18) years of age and legally competent to enter into this agreement. I acknowledge that participation in the Event is strictly limited to individuals who are over the age of eighteen (18). I understand and agree that minors, defined as individuals under the age of eighteen (18), are not permitted to participate in any aspect of the Event, including but not limited to on-court play, training, instruction, or spectating within the designated play area. I further understand that no parent, guardian, or other adult may sign this Waiver or otherwise attempt to authorize participation on behalf of a minor. The Event does not permit minor participation under any circumstances, regardless of skill level, parental consent, or insurance coverage. I acknowledge and agree that there are no exceptions to this minimum age requirement. I understand that the Event organizers reserve the right to request proof of age at any time and may deny access or participation to any

individual unable or unwilling to confirm that they meet the age requirement. I assume full responsibility for ensuring that only eligible adult participants engage in the Event and waive any claims arising from a violation of this age restriction.

R. ENTIRE AGREEMENT

This Waiver and Release contains the entire agreement between the parties and supersedes any prior written or oral agreements, statements, promises, or representations concerning the subject matter herein. I acknowledge that I have not relied upon any representations, statements, or inducements not expressly set forth in this agreement. No amendment or modification of this Waiver and Release shall be valid unless in writing and signed by both parties. I further acknowledge that I have had the opportunity to ask questions about the terms of this agreement and, if desired, to consult with independent legal counsel before signing.

S. ACKNOWLEDGMENT

I have read this Waiver and Release of Liability and Authorization to Use Name, Image, and Likeness in its entirety. I fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily.

