

**USOP National Pickleball Center
WAIVER, RELEASE, PERMISSION, AND INDEMNITY AGREEMENT**

Waiver: In consideration of being permitted to participate in any way throughout the year at the USOP National Pickleball Center (“NPC”), I, for myself, my heirs or assigns, do hereby release, waive, discharge and covenant not to sue Pickleball Enterprises LLC, Pickleball for America Inc., Pickleball Den, Collier County, East Naples Community Park, or any NPC sponsors, its/their Directors, officers, employees and agents from liability from any and all claims resulting in personal injuries, accidents or illnesses (including death) and property loss arising from, but not limited to, participation at the NPC.

Assumption of Risk: Participation at the NPC carries with it certain inherent risks that cannot be eliminated regardless of the precautions that are taken to avoid injuries. The specific risks vary, but include 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. I have read the previous paragraphs, and I know, understand and appreciate these and other risks that are inherent in playing pickleball. I assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify and hold the Pickleball Enterprises LLC, Pickleball for America Inc., Pickleball Den, Collier County, East Naples Community Park, all NPC sponsors, and its Directors and Officers, harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement at the NPC.

Use Permission: I also give NPC and its agents and designee’s permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with the NPC, including promotional, marketing, training, informational, and archival uses.



EAST NAPLES COMMUNITY PARK
3500 Thomasson Dr.
Naples, FL 34112

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR ANY INJURY OR DAMAGE THAT MAY OCCUR AS A RESULT OF THE PARTICIPATION IN ANY WAY AT THE NPC. BY RENEWAL OR PURCHASE OF MY ANNUAL MEMBERSHIP, whether online or in person, I am in Agreement and agreeing to its terms freely and without any inducement of any nature. I agree that if any portion of this Agreement is held to be invalid, all other terms shall continue in full force and effect.