

WINDSOR PICKLEBALL CLUB, LLC

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for being allowed to participate in any way in the Windsor Pickleball Club, LLC (WPC) and its related events and activities, I release, waive, and discharge the Windsor Pickleball Club, LLC and its officers, agents, employees, representatives, volunteers, and members (hereinafter collectively referred to as releasees) from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, illness, or death that may be sustained by me or by any of my property, whether caused by the negligence of the releasees, or otherwise, while participating in any activity, or while in, on, or upon the premises where the activity is being conducted, and I agree and covenant not to sue releasees.

Assumption of Risk. I am fully aware and understand the risks involved and hazards connected with pickleball. I understand that pickleball carries with it inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and loss. I understand that participation may expose me to diseases or viruses, including, but not limited to, COVID-19 and its variants. I voluntarily assume full responsibility for any loss, property damage, personal injury, illness, or death that may be sustained by me, whether caused by the negligence of releasees or otherwise, and agree and covenant not to sue releasees.

Indemnification and Hold Harmless. I agree to indemnify and hold harmless the releasees from any loss, liability, damage, or costs, including court costs, expenses, and attorney's fees, that they may incur due to my participation, whether caused by the negligence of releasees or otherwise.

Family, Next of Kin, Heirs, and Personal Representatives are Bound by This Agreement. It is my express intent that this Waiver of Liability & Hold Harmless Agreement shall bind my family, next of kin, heirs, and personal representatives, and shall be deemed a release, waiver, discharge, covenant, and agreement not to sue releasees.

I Have Read and Understand this Agreement, and Sign it Voluntarily. I acknowledge and represent that I have read the foregoing Waiver of Liability & Hold Harmless Agreement, that I understand it, that I am fully competent to sign it, and that I sign it freely and voluntarily. No representations, statements, or inducements have been made, apart from the foregoing written agreement.