

Indy Pickleball Club Event Waiver & Release

Please only participate in any events involving the Indy Pickleball Club if: (1) You are willing to practice social distancing and maintaining at least six feet between individuals in all areas of the Facilities; (2) You are healthy enough to participate, and do not have symptoms of COVID 19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well; (3) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19; (4) you consent to having you (or your minor child's) temperature checked upon entering the premises.

In consideration of being allowed to participate in any or all of the services and activities, related to an Indy Pickleball Tournament, organized by the Indy Pickleball Club (the "Club" and the "Organizer") and taking place at a facility or facilities identified by the Club (the "Host") (the "Facilities"), the undersigned ("I", "Me" or "Participant") acknowledges, appreciates, and agrees that: (1) participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 and that while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for Participant, and/or on behalf of Participant's spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OF THE RELEASED PARTIES (defined below) or others, and assume full responsibility for participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if Participant observes any unusual or significant hazard during Participant's presence or participation, Participant will remove Participant from participation and bring such to the attention of the nearest management employee immediately; and (4) that Participant, as parent/guardian, with legal responsibility for any minor participant, has read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) Participant, for Participant and/or on behalf of Participant's spouse, and minor child(ren)/ward(s) as well as on behalf of Participant's heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Released Parties, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified below and all minor children under my supervision and referred to individually and collectively herein as "Child", to use the Facilities. I am entering this agreement on behalf of myself, my spouse or domestic partner, Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "**Releasing Parties**"). In consideration for being allowed to use the Facilities and equipment, and any other services or goods provided by the Brewery or its employees or agents at said location, I represent, acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to the Club and Host and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, the "**Released Parties**"). I AGREE TO HOLD HARMLESS, RELEASE, AND DISCHARGE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR INJURIES, CLAIMS, AND/OR DAMAGES, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF I CONTEND THAT SUCH INJURIES, CLAIMS, OR DAMAGES ARE THE RESULT OF NEGLIGENCE OR GROSS NEGLIGENCE OF RELEASED PARTIES.

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of the Facilities and that participating in activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to Participant, the Child, and/or third parties, and damage to personal property of any or all such persons. I

understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the trampoline and other activities that take place at the Facilities are monitored generally by Facilities employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, Facilities employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that I (and the Child) are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of Facilities employees could cause me (or the Child) significant bodily injury (as described in this Agreement), and that none of the Released Parties is responsible for the actions or activities of customers using the Facilities or the negligence of its employees in supervising the Facilities or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

- a. Participants may die or become paralyzed, partially or fully, through their use of the Facilities and participation in the activities.
- b. Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the Facilities equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of falling and/or tripping and use of other equipment, or making contact with other participants. As noted in paragraph a) above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.
- c. Observing, standing, sitting or taking photographs at or near any activity can result in similar physical injury (even if the observer is not himself or herself participating at the time).
- d. Participation during reduced lighting times can affect depth perception and visibility and may cause me (and/or my Child) to fall, slip, misstep, collide with other participants, or collide with equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I (or the Child) possess, whether known or unknown, which might contribute to or exacerbate any injury I (or the Child) might sustain as a result of using the Facilities or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I (or the Child) sustains while using the Facilities, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue the Released Parties, and their successors, predecessors-in-interest, and insurers from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my (or the Child's) access to and/or use of the Facilities, the Child's and/or my entry into the Facilities, the condition, maintenance, inspection, supervision, control or security of the Facilities, the failure to warn of dangerous conditions in connection with the Facilities, and/or the acts or omissions of the Released Parties, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies not only to use of the Facilities but all activities and games at the Facilities. I understand that this release and waiver applies to and includes all activities that I (or my Child) engage in at the premises, whether inside or outside the Facilities. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Released

Parties, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

ARBITRATION OF DISPUTES; WAIVER OF JURY TRIAL; TIME LIMIT TO BRING CLAIM

I, ON BEHALF OF MYSELF AND/OR MY CHILD(REN), HEREBY WAIVE ANY RIGHT I AND/OR MY CHILD(REN) MAY HAVE TO A JURY TRIAL AND AGREE THAT ANY DISPUTES REGARDING ACCESS TO AND/OR USE OF THE FACILITIES AND/OR ITS EQUIPMENT, THIS AGREEMENT, AND/OR THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE SHALL BE DETERMINED BY BINDING ARBITRATION. I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against the Released Parties for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will NOT have the right to have my claim determined by a jury, and the minor child(ren) above will NOT have the right to have claim(s) determined by a jury. Reciprocally, the Released Parties waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE FACILITIES AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE FACILITIES, INDIANA, BEFORE ONE ARBITRATOR. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Indiana, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16).

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my (and the Child's) use of the Facilities, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize the Club and the Brewery and their agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Facilities. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

TERM OF AGREEMENT

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I (or my child(ren)/ward(s)) visit the Facilities, whether at the current location or any other location or facility.

I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that employees working at the Facilities, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between the Released Parties and me relating to the Child's and my use of the Facilities. There are no other agreements, oral, written, or implied, with respect to such matters. I agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force.

By typing my last name below, I represent and warrant that I am the parent, legal guardian, or power-of-attorney of the below listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I

and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Released Parties from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of the Facilities. I am 18 years of age or older.

IN SUMMARY, BY TYPING MY LAST NAME BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILDREN ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY RELEASED PARTY, EVEN IF I CONTEND SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR GROSS NEGLIGENCE OF ANY RELEASED PARTIES OR THEIR EMPLOYEES.

