

LAKEWOOD RANCH PICKLEBALL CLUB

lwrpickleballclub.com

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

Lakewood Ranch Pickleball Club

In consideration of being allowed to participate in any way in the Lakewood Ranch Pickleball Club ("Club") programs, leagues, tournaments, recreational play, clinics, coaching sessions, social events, and any other Club-sponsored or Club-sanctioned activities (collectively, "Activities"), whether held at local community facilities or any off-site or third-party venues, I acknowledge, appreciate, and agree that:

1. Assumption of Risk

The risk of injury from the Activities involved in this program is significant, including but not limited to sprains, fractures, concussions, cardiac events, permanent paralysis, and death. While particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I am voluntarily participating in these Activities with full knowledge of the risks involved.

2. Knowing and Voluntary Assumption of All Risks

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and I assume full responsibility for my participation in any and all Activities.

3. Compliance with Rules and Reporting of Hazards

I willingly agree to comply with all stated and customary terms, conditions, and rules governing participation in Club Activities, including all applicable USA Pickleball rules and Club policies. If I observe any unusual or significant hazard during my presence or participation, I will immediately remove myself from participation and bring such hazard to the attention of Club leadership.

4. Release, Indemnification, and Hold Harmless

I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Lakewood Ranch Pickleball Club, its officers, directors, officials, agents, employees, volunteers, coaches, league administrators, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of any premises used for Club Activities ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by applicable law.

5. Medical Authorization

In the event I am injured and unable to communicate, I hereby authorize the Releasees and/or emergency personnel to secure any necessary emergency medical treatment on my behalf. I understand and agree that I am solely responsible for all costs associated with any such medical treatment, and that the Club bears no financial responsibility for medical expenses arising from my participation in any Activity.

6. Photo, Video, and Media Release

I hereby grant the Lakewood Ranch Pickleball Club the right to photograph, video record, or otherwise capture my likeness during Club Activities, and to use such images or recordings for promotional, educational, or informational purposes, without compensation or further consent required.

7. Off-Site and Third-Party Venue Activities

This Agreement applies to all Club-sponsored or Club-sanctioned Activities regardless of location, including those held at facilities not owned or operated by the Club. The Club assumes no responsibility for the condition, maintenance, or safety of third-party venues.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute arising out of or related to this Agreement or my participation in Club Activities shall first be submitted to non-binding mediation before any legal action is initiated.

9. Electronic Acceptance

If this Agreement is executed electronically, I agree that my electronic signature or affirmative acceptance (including checking a box, clicking "I Agree," or similar action) constitutes a legally binding signature equivalent to a handwritten signature and that this Agreement is fully enforceable in that form.

10. Severability

If any provision of this Agreement is found to be unenforceable or invalid under applicable law, the remaining provisions shall continue in full force and effect.

ACKNOWLEDGMENT

I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT IN ITS ENTIRETY. I FULLY UNDERSTAND ITS TERMS AND ACKNOWLEDGE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I AGREE TO ITS TERMS FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT, AS A CONDITION OF MY MEMBERSHIP IN AND/OR PARTICIPATION IN ANY ACTIVITY OF THE LAKEWOOD RANCH PICKLEBALL CLUB.

Participant Signature: _____

Date: _____

Printed Name: _____

Participation in Lakewood Ranch Pickleball Club Activities is limited to adults 18 years of age or older.

