

**RELEASE OF LIABILITY, INDEMNIFICATION AND
ASSUMPTION OF RISK AGREEMENT**

**WARNING! READ CAREFULLY! IF YOU CHOOSE TO SIGN THIS AGREEMENT,
YOU WILL BE WAIVING IMPORTANT RIGHTS AND ASSUMING IMPORTANT
RISKS AND RESPONSIBILITIES**

I wish to become a member of Capital Area Pickleball Association (“CAPA”) or participate in an event or activity offered by CAPA. I understand that CAPA wishes to protect itself and its officers, directors, volunteers and agents to the fullest extent possible against being sued or held liable for injuries or damages sustained by individuals who are members of CAPA or who participate in CAPA events or activities, or be compensated for placing themselves at risk of such lawsuits and liability.

I understand that I am not required to sign this Release of Liability, Indemnification and Assumption of Risk Agreement (“Agreement”). There are many places to play pickleball without becoming a member of CAPA or participating in CAPA events or activities. Or, if I wish to become a member of CAPA or participate in a CAPA event or activity without signing this Agreement, I will be permitted to do so if I pay an additional \$100. If I choose to sign this Agreement, I agree as follows:

1. Capacity. If I am signing this Agreement on behalf of myself, I represent that I am a competent adult at least 18 years of age. If I am signing this Agreement on behalf of a minor, I represent that I am the minor’s parent or legal guardian and that I am authorized to sign this Agreement on the minor’s behalf, and I agree that the term “I” in this Agreement shall mean the minor and me.

2. Release. I fully and finally release CAPA, and CAPA’s officers, directors, volunteers and agents, and all other persons and entities from all claims and liabilities for any damages or injuries I may suffer in connection with being a member of CAPA or participating in any CAPA event or activity, except I do not release claims for damages or injuries caused intentionally. This release includes all claims and causes of action of any type whatsoever, whether based on statute or common law or otherwise, relating in any way to any property damage or personal injury (including death) I may suffer in connection with my being a member of CAPA or a participant in a CAPA event or activity, even if caused by the negligence or other improper (but non-intentionally wrongful) conduct of CAPA, or of CAPA’s officers, directors, volunteers or agents, or any other person or entity. I understand that the activities in which I may participate while playing pickleball or participating in a CAPA event or activity involve risks of property damage, personal injury and death, and I consciously assume and take full responsibility for those risks and any resulting injuries or damages. I understand that these risks include, but are not limited to, the following:

- a. Being struck by balls;

- b. Being struck by pickleball paddles;
- c. Colliding with other people;
- d. Falling or tripping;
- e. Colliding with or tripping over nets, net posts or other equipment;
- f. Experiencing an adverse health event, such as a heart attack or stroke;
- g. Suffering joint or muscle injuries, bruising, sprains, broken bones, concussions, eye injuries, or any other physical injury; or
- h. Negligent or otherwise improper (but not intentionally wrongful actions by other participants.

3. Covenant Not To Sue. I agree and covenant that I will never assert any claim or lawsuit based on any of the claims or matters released in paragraph 2, against CAPA, or any of CAPA's officers, directors, volunteers or agents, or any other person or entity. I will fully indemnify and defend CAPA and its officers, directors, volunteers and agents, and hold them harmless from, any liabilities or costs (including attorneys fees and other defense costs) they may incur as a result of any such claim or lawsuit, whether brought by me or by any other person or entity.

4. Assumption of Risk. I assume all risk of any property damage, injury or death I may sustain while participating in a CAPA event or activity.

5. Reliance. I understand that CAPA is relying on the agreements and representations I make in this Agreement. I understand that CAPA would not permit me to become a member of CAPA or participate in CAPA events or activities if I were not making the agreements and representations I make here or paying an extra \$100 in lieu of signing this Agreement.

6. Medical Care. I authorize CAPA to seek all reasonable medical and surgical care that may be necessary as a result of any injury I sustain while participating in a CAPA event or activity, if I am unable to authorize such care for myself.

7. Scope. I sign this Agreement, and grant the release in paragraph 2, on behalf of myself and my estate, heirs, beneficiaries, survivors, personal representatives, agents and successors.

8. Use Permission. I grant to CAPA my permission to use, without compensation or other obligation, my image and name for purposes connected with CAPA events or activities, including but not limited to purposes of marketing, promotion, advertising and training.

9. Duration. This Agreement, including the release set forth in paragraph 2, shall apply and remain in effect so long as I remain a member of CAPA or whenever I participate in a CAPA event or activity, until I cancel it by delivering written notice of cancellation to CAPA, or until it is cancelled by CAPA by delivering written notice of cancellation to me.

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT.
I UNDERSTAND THAT BY SIGNING THIS AGREEMENT
I AM GIVING UP VALUABLE RIGHTS AND ASSUMING BINDING OBLIGATIONS AND
RISKS. I AM SIGNING THIS AGREEMENT VOLUNTARILY.

SIGNATURE: _____
NAME (PLEASE PRINT): _____
DATE OF BIRTH: _____
ADDRESS: _____
TELEPHONE: _____
DATE: _____

PARENT OR GUARDIAN SIGNING ON BEHALF OF MINOR:

SIGNATURE: _____

NAME (PLEASE PRINT): _____

DATE OF BIRTH: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____