



RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

This form is an important legal document. It is critical that you read and understand it completely.

In consideration of my participation in pickleball related activities (“Activity”) at the MBPC facility located at 370 Sullivan Way, Ewing, NJ (“MBPC”), I acknowledge and agree as follows:

- I am voluntarily participating in Activity at MBPC or at a MBPC sponsored event.
- I acknowledge and agree such Activity may be difficult and strenuous and there may be dangers inherent for some individuals.
- I willingly agree to comply with stated and customary terms and conditions for participation and the Code of Conduct (of which a copy is available to me on request)
- I shall immediately report to the nearest MBPC representative any significant hazardous conditions to include malfunctioning equipment, spills, leaks, cracks etc.

Release Of All Claims: I, for myself, my heirs and assigns, hereby release, waive and discharge, irrevocably and unconditionally, MBPC and its directors, members, officers, employees, contractors, representatives, agents, instructors and successors from any and all claims and causes of action, costs, expenses, and damages (including punitive damages, liabilities and attorney fees) for negligence, personal injury, emotional distress, death, accidents, illnesses, and/or property loss, damage or theft arising from or in any way related to Activity, including without limitation camps, private or club-organized games, programs, competitions or tournaments held at the MBPC facility or any MBPC sponsored event. This Release shall include, without limitation, any and all injuries which may occur as a result of: (1) Use of the MBPC facility, equipment and amenities; (2) Instruction, training, or supervision; and (3) Tripping, slipping and/or falling while at the MBPC facility, including its exterior grounds, adjacent parking lot, sidewalks, etc.

Assumption Of Risk: I acknowledge and agree that participation in activities at the MBPC facility or any MBPC sponsored event carries with it certain inherent risks that cannot be eliminated. The specific risks may include (1) minor injuries such as bruises, sprains and dehydration, (2) more significant injuries such as eye injuries, joint or back injuries, broken bones, heart attacks, and concussions, and (3) catastrophic injuries such as paralysis and death. I understand and appreciate these and other risks are inherent in playing pickleball. I assert that my participation is voluntary, and I knowingly assume all such risks.

Use Permission; By participating in Activity at MBPC, I consent to the use of any images via photography, film, or videotape of the activity in marketing or promotional materials.

Severability: If any portion of this Release, Assumption of Risk and Indemnification Agreement shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder shall remain in full force and effect and the offending provision or provisions shall be severed here from.

Acknowledgment of Understanding: I have read this Release, Assumption of Risk, and Indemnification Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing freely and voluntarily and intend this agreement by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name (Printed): _____

Date: ____/____/____

Signature: _____