

ASSUMPTION OF RISK RELEASE, INDEMNITY, AND USE AGREEMENT

Every prospective Mukilteo-Everett Pickleball member, or their parent/legal guardian, must read and sign this assumption of risk, release, indemnity and use agreement.

In consideration of being permitted to participate in any way in Mukilteo-Everett Pickleball Club (hereinafter "MEPC") related events and activities, the undersigned acknowledges and agrees that the following definitions, terms, conditions, and covenants shall be binding upon myself, my heirs, assigns, and successors.

RELEASED PARTIES. The parties covered by this agreement are MEPC and its officers, employees, volunteers, other participants, advertisers, sponsors, agents, and if applicable, owners and lessors of premises used to conduct and activities event(s).

ASSUMPTION OF RISK. My participation in MEPC events and activities, including but not limited to playing Pickleball, carries with it inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks vary but include **minor injuries** such as bruises, sprains, and dehydration; **major injuries** such as eye injuries, joint, bone or back injuries, heat stroke, heart attacks, and concussions; and **catastrophic injuries** such as paralysis and death. **I knowingly and freely assume all such risks, both known and unknown, even if they arise from the negligence of RELEASED PARTIES. I willingly agree to comply with the stated and customary terms and conditions for participation.** If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest MEPC official immediately.

RELEASE. I hereby release, waive, and discharge RELEASED PARTIES, from liability for all claims resulting from personal injuries, accidents, or illnesses (including death) arising from my participation in MEPC activities and events. To the extent permitted by law, I also covenant not to sue RELEASED PARTIES for damages arising from my participation in MEPC activities and events.

INDEMNITY AND HOLD HARMLESS. I agree to indemnify, and hold RELEASED PARTIES harmless from all claims, actions, suits, costs, expenses, damages, and liabilities, including attorney's fees, brought as a result of my participation in the event(s).

USE PERMISSION. I hereby grant MEPC and its organizers, agents, and designees' permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with the event(s), including promotional, marketing, training, informational, and archival uses.

By my signature below (if printed) or electronically as part of my Membership Information submission, I acknowledge that I have read this form and agree to its terms. I fully understand all provisions above and freely and knowingly assume the risks and waive my rights concerning liability as set out above. I also agree that the law of the State of Washington shall govern this agreement.

MINORS MUST BE ACCOMPANIED BY A PARENT/LEGAL GUARDIAN AT ALL TIMES and separately, sign this indemnity on their behalf.