

## LIABILITY WAIVER, RELEASE AND INDEMNITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A WAIVER, RELEASE OF LIABILITY AND INDEMNITY, AND AFFECTS YOUR LEGAL RIGHTS.

I, the undersigned (the "Participant"), have voluntarily elected to utilize facilities owned and operated by the Ludlow Maintenance Commission ("LMC"); specifically, pickleball courts and related property ("Pickleball Courts"). In consideration of being allowed to enter the Property and utilize the Pickleball Courts, **Participant expressly and knowingly agrees to assume all risks of injury, including death, associated with entry upon the LMC's property and use of its facilities and equipment. Participant agrees for him or herself, his or her heirs, personal representatives or assigns, to hereby release, waive, discharge, and covenants not to sue LMC or any of its directors, officers, employees or volunteers, and agrees to waive any and all claims of liability for personal injury, accident or illness (including death) and property loss arising from Participant's presence on or activity within the Pickleball Courts.**

Participant has considered and expressly acknowledges that this activity, even with the exercise of due care, carries with it certain inherent risks that cannot be totally eliminated regardless of the care taken to avoid such risks and injury. The risks include but are not limited to (a) minor injuries such as scratches, bruises, or strains and sprains, and (b) major or catastrophic injuries such as joint or back injuries, broken bones, heart attacks, head injuries, physical or mental trauma, or even death. **Participant understands and appreciates these and other risks and injuries inherent in the use of Pickleball Courts, and by signing below indicates that he or she voluntarily and knowingly assumes all such risks.** Participant confirms that he or she is in good physical condition and does not suffer from any physical conditions that may place him or her at risk or otherwise should prohibit their utilizing the Pickleball Courts.

**Participant also agrees to defend, indemnify and hold harmless** LMC, its, directors, officers, employees and agents, to the fullest extent of the law, from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought or claimed as a result of their use of the Pickleball Courts, including claims of, or based on, negligence.

Participant further expressly agrees that the foregoing waiver, assumption of risks, and indemnities are intended to be as broad and inclusive as is permitted by the law of the State of Washington, and that if any portion of the terms of this Waiver is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

If Participant is a minor, the foregoing releases, waivers and indemnities shall be applicable to such minor person's participation and legal rights, as evidenced by the signature of such Participant and their parent or legal guardian.

**Participant, by signing below, hereby affirms that they have read and fully understand the contents of this document, and volunteers to enter onto LMC property and/or utilize the Pickleball Courts at their own risk. Participant also fully understands that he or she is giving up and/or waiving substantial rights, including their right to sue. Participant acknowledges that he or she is signing this document freely and voluntarily and intends their signature to be a complete and unconditional waiver, release and indemnity relating to all risks and liability as set forth in this document to the greatest extent allowed by law.**

PARTICIPANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PARTICIPANT SIGNATURE: \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS A MINOR: \_\_\_\_\_

EMERGENCY CONTACT NAME AND TELEPHONE NUMBER: \_\_\_\_\_