



PORT LUDLOW PICKLEBALL ASSOCIATION

RELEASE, ASSUMPTION OF RISK, PERMISSION, AND INDEMNITY AGREEMENT

This Agreement will remain in effect as long as you are a Member of the PLPBA in good standing.

Release and Waiver of Lawsuit/Liability. In consideration of being permitted to play pickleball on and during the *PORT LUDLOW PICKLEBALL ASSOCIATION (PLPBA) – Scheduled Pickleball Courts and Court Hours:*

I, for myself, my heirs or assigns, **hereby release, waive, discharge and covenant not to sue, and hold harmless, the Port Ludlow Pickleball Association (“PLPBA”)**, and their officers, directors, and agents, sponsors, volunteers, and/or other representatives (collectively, the “Released Parties”) for liability from fault in connection with any personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss arising from, but not limited to, participation in playing pickleball on PLPBA courts. I understand that this release means that I give up my right to bring negligence claims against the Released Parties, including for harassment, bullying, discrimination, personal injuries, death, disease or property losses, or any other loss, whether known or unknown, foreseen or unforeseen.

MEMBER NAME

Assumption of Risk. Participation in playing pickleball carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. By my signature below, I certify that I am physically fit for participation in playing pickleball, and that if there are any questions about whether my participation is suitable, I will consult a health care provider prior to participating in playing pickleball. I also understand that the use of protective equipment, including protective eyewear, is recommended during my participation in playing pickleball, and that should I choose to forego wearing protective equipment I assume the risk of any injury resulting therefrom. **I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in playing pickleball. I assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless. I also agree to indemnify and hold the **Port Ludlow Pickleball Association and all Released Parties** harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in playing pickleball.

By my signature below I acknowledge that I have read and fully understood all provisions above and freely and knowingly assume the risk and waive my rights concerning liability as set out above. I also agree that the law of the State of Washington shall apply to this agreement.

Signature of Member

Print Name of Member

Date

Signature of Parent/Guardian if Minor

Print Name of Minor’s Parent/Guardian

Date

Minor’s Age