

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS
AGREEMENT AND WARNING**

In consideration for the use of property, facilities and/or services of the pickleball and/or tennis courts which are a part of the Wickenburg Ranch Golf & Social Club (the "Club") located in Wickenburg, Arizona, for pickleball play and any other court related activity (collectively, the "Pickleball Activity"), the Undersigned agrees as follows:

1. **ASSUMPTION OF RISK. WARNING:** The Undersigned understands and acknowledges that the Pickleball Activity involves potential personal risk resulting in personal injuries which include, but are not limited to, head or neck injuries, loss of sight, broken bones, brain damage, paralysis, and death. The Undersigned hereby assumes any and all risks of property damage, personal injury and/or death relating to the Pickleball Activity and expressly understands that Wickenburg Ranch Golf, L.L.C. ("Wickenburg Ranch"), Troon Golf, L.L.C. ("Troon") or The Wickenburg Ranch Pickleball Club ("WRPBC") (or any of their affiliates, subsidiaries, holding company, officers, directors, members, manager, employees, agents, contractors and/or representatives) (collectively, "Releases") assumes any responsibility for any loss, damage or injury associated with, arising out of or related to (i) the performance of the Pickleball Activity by the Undersigned, or (ii) the negligence or willful misconduct of the Undersigned or that of others. The Undersigned hereby certifies to the Club and Troon that the Undersigned has the skills, qualifications, physical ability and training necessary to undertake and perform the Pickleball Activity and agrees to abide by all of the policies, rules and regulations relating to the Pickleball Activity.
2. **WAIVER OF LIABILITY.** Undersigned releases, discharges and agrees not to sue Releases for any and all claims, losses, damages, penalties, costs, including attorney's fees, expenses, or causes of action, Undersigned has or may have in the future, arising out of or resulting from Undersigned's participation in the Pickleball Activity. This discharge specifically includes, but is not limited to, liability or claims for injury, death or damage caused by the negligence of the Releases. In signing this document, Undersigned fully recognizes that if injury, illness, death or damage occurs to Undersigned while he/she is participating in the Pickleball Activity, Undersigned will have no right to make a claim or file a lawsuit against the Releases.
3. **INDEMNIFICATION.** Undersigned shall indemnify, defend and hold harmless Releases from and against any damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any third-party demands, claims, or causes of action, arising out of or resulting from Undersigned's participation in the Pickleball Activity, even if the damages, injuries or death are caused in whole or in part by any of the Releases.
4. **MINOR CHILDREN.** In the event that the person participating in a Pickleball Activity is a minor child, the parents of said child shall execute this document on their behalf. Further, any parent executing this document on behalf of a minor child understands the inherent risks involved with the activity and shall be responsible for supervision of their child. The Undersigned further releases the Releasees from any liability for any damages sustained by a child and waives any cause of action or potential cause of action against the Releasees on behalf of said child for any negligent act or willful misconduct.
5. **GOVERNING LAW.** The Undersigned agrees that this document is to be as broad and inclusive as is permitted by the laws of the state of Arizona and that if any portion of it is held invalid it is agreed that the remaining portions shall continue in full force and effect.
6. **ACKNOWLEDGEMENT.** THE UNDERSIGNED HAS CAREFULLY READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT AND WARNING AND FULLY UNDERSTANDS IT. THE UNDERSIGNED UNDERSTANDS THAT BY SIGNING THIS DOCUMENT THE UNDERSIGNED IS GIVING UP ITS LEGAL RIGHTS AND REMEDIES THAT WOULD OTHERWISE BE AVAILABLE TO THE UNDERSIGNED.

IN WITNESS WHEREOF, the Undersigned has set his/her hand this ___ day of _____, 20__.

By: _____

Name: _____

In the event the above Undersigned is a minor, the parent or legal guardian must sign below:

By: _____

Name: _____