

## **MEMBER RELEASE, PERMISSION, AND INDEMNITY AGREEMENT**

Updated 9/15/20

In consideration of my acceptance as a Member of and being permitted to participate in any way in Music City Pickleball, which may also be referred to as the Music City Pickleball Club (the "Club"), I agree to abide by the bylaws and all of the rules and regulations of Music City Pickleball and hereby agree as follows:

A) INDEMNIFICATION AND HOLD HARMLESS: I hereby release, waive, discharge, indemnify, hold harmless, and covenant not to sue the Club and any of its officers, directors, employees, members, subsidiaries, agents, successors, managers, volunteers, assigns, software providers, and any party named as an additional insured on any policy of insurance held by any of the foregoing parties, or other parties which the Club has or may be obligated to indemnify, hold harmless or to which the Club may otherwise be liable, including but not limited to all governmental or private entities which lease, rent or permit use of premises for play, recreation, pre or post game activities (collectively, the "Released Parties"), from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Club, that may arise directly or indirectly at any time, (i) as a result of my involvement in the Club, or (ii) my attendance at any social or other event or gathering that may be organized, authorized, or paid for by the Released Parties, individual pickleball players or Club members, or any league or division organized under the Released Parties or their rules, including but not limited to "happy hours", bar functions, and any pre-activity or post-activity events or gatherings;

B) COVID-19 RISK ACKNOWLEDGEMENT: The COVID-19 Pandemic and all associated federal, state, and local directives and guidelines underscore the risks for activity in public. This release is subject to any federal, state, and local directives and it is your responsibility to be aware of the directives and how they may direct you or your guests. COVID-19 has been declared a worldwide pandemic by the World Health Organization. It is extremely contagious and is mainly spread from person to person contact. It is believed that an individual can be infected without their knowledge and be asymptomatic. The Club cannot guarantee that you, or anyone else, will not become infected. You agree and consent to abide by all Club policies and procedures related to COVID-19. You acknowledge the nature of the virus, and voluntarily assume the risk that you may be exposed to or infected by participation at the Club or in the facility where the Club operates. You understand and voluntarily assume all the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur.

C) PERMISSION: I fully authorize the Club, its subsidiaries and affiliates to use my name, likeness or image for purposes of advertising, marketing, promotion or trade without further compensation, except where prohibited by law; and I further acknowledge and agree that any images or recordings obtained or procured by the Club shall be the sole and exclusive property of the Club, and may be published, broadcast or otherwise disseminated at the sole and exclusive discretion of the Club. I further authorize the Club and its suppliers and service providers, to use my information as required to operate the Club and provide information and

services to me, directly and indirectly, in any way related to my interest or involvement with the Club.

D) ASSUMPTION OF RISK: Participation in the Club carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include without limitation: 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.

I hereby attest that I am fully cognizant of the risks involved in the sport of pickleball and voluntarily assume the same. I also agree to abide by the published pickleball rules and any and all rules of the Club (as may be updated from time to time) at all times during my involvement in pickleball and the Club.

This Release, Permission and Indemnity Agreement shall be binding on my heirs, executors, administrators, successors, and assigns, and the releases and waivers contained herein shall include damages, losses or injuries that may be caused solely or in part by the fault (including but not limited to negligence, gross negligence and/or recklessness) of the Released Parties.

If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.

I AM EIGHTEEN (18) YEARS OF AGE (OR HAVE OTHERWISE RECEIVED PARENTAL APPROVAL BELOW) AND I HAVE READ AND UNDERSTOOD THIS MEMBER RELEASE, PERMISSION, AND INDEMNITY AGREEMENT AND ENTER INTO IT VOLUNTARILY AND KNOWINGLY ASSUME ALL SUCH RISKS AND OBLIGATIONS, IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN PICKLEBALL AND MEMBERSHIP IN THE CLUB.