

**Bonita Bay Pickleball Club
Release and Waiver of Liability, Assumption of Risk
and Indemnity Agreement**

In consideration of being permitted to participate in any way in The Bonita Bay Pickleball Club sponsored Pickleball activities ("Activity"):

I ACKNOWLEDGE, agree, and represent that I understand the active, aerobic nature of Pickleball and that I am in good health and in proper physical condition to participate in such Activity.

I FULLY UNDERSTAND that Pickleball activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death and that these said risks may be caused by my own actions or inactions, by the actions or inactions of others participating in the Activity or the conditions in which the Activity takes place. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS and ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Activity.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT to SUE Bonita Bay, Bonita Bay Community Association, the Pickleball Club or any of its members, volunteers, participants, sponsors, guests or agents (each considered one of the "Releasees" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES". I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

HOME PHONE: _____ MOBILE PHONE: _____

EMERGENCY CONTACT: _____

DATE: _____ EMAIL ADDRESS: _____

PARTICIPANT'S SIGNATURE: _____