

# Liability Release, Indemnification & Media Consent Agreement

**PLEASE READ CAREFULLY – YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING THIS**

In consideration of being allowed to use the facilities and participate in the sport of pickleball, pickleball court rental, instruction, leagues, and other related activities (the “Activities”) at All In Pickleball Gym (“All In”), I hereby waive, release and discharge, individually and on behalf of my heirs, executors, administrators, personal representatives, assigns, and any below-named minor (if applicable), to the fullest extent permitted by law, any and all rights, claims, or causes of action against All In, its staff, members, managers, agents, representatives, volunteers, affiliates, sponsors, successors and assigns (collectively, the “Company”), for any and all injuries, losses, or other damages to myself or the below-named minor, arising out of or in any way related to the Activities, including injuries, losses, or damages caused by the negligent acts of the Company.

I acknowledge that the Activities and being in proximity to the Activities are inherently risky and dangerous and involve potentially hazardous activity with known, unanticipated, and inherent risks of danger or injury, including, but not limited to, physical injury, including sprains, strains, tears, fractures, contusions, lacerations, concussions, collisions, tripping, falling, slipping, running into containment netting, getting hit by a ball or paddle, altercations with other players or even death (collectively referred to as “Risks”). I understand that such Risks cannot be completely eliminated without compromising the essential value, enjoyment, and benefits from the unique experiences and value that the Company provides through the facilities and Activities. I understand that the facilities will be largely unstaffed and I will not receive any supervision or individualized attention while participating in the Activities. I hereby acknowledge that myself and any minors are physically and mentally capable and able to participate in the above referenced Activities and have no health or other problems that would put me/us at risk by participating in such Activities. I understand that participation in the Activities is voluntary and acknowledge that staff assistance and/or medical facilities may not be available in the event of illness or injury. I also acknowledge that the Company does not provide medical insurance covering any injuries incurred during the Activities or while using Company facilities. I acknowledge the Company is not liable or responsible in any way for personal possessions or belongings that are stolen or damaged at the facility. I acknowledge the Company is not liable or responsible in any way for activities, happenings, or damage in the parking lot of the facility, to myself, my vehicle, or any personal property.

**ASSUMPTION OF RISK.** I understand and acknowledge that it is my sole decision whether to consult with a medical professional prior to my or the below-named minor’s participation in the Activities and that the Company recommends that participants consult with a medical professional prior to participating in the Activities. I hereby accept any and all Risks, on behalf of myself and the below-named minor, including any personal injury, disability or death, as well as any damage to, loss or theft of any personal property that I may incur resulting from participation in the Activities or use of the Company facilities.

**RELEASE OF LIABILITY AND INDEMNIFICATION.** I understand that myself and/or the below-named minor will be engaging in the Activities and using the Company facilities and it is my voluntary and informed decision to participate, regardless of the associated Risks and inherent dangers. I expressly release and forever discharge and hold Company harmless from any and all liability, claims, lawsuits, demands, or causes of action whatsoever arising out of any damage, loss, personal injury, or death, while participating in the Activities or using Company facilities. If there is any claim based on injury, loss or damage described herein, which involves me or the minor child, I agree to defend and indemnify Company against such claims and reimburse Company for any and all expenses relating to said claim.

**ADDITIONAL REPRESENTATIONS RELATING TO MINORS.** I understand that precautions will be taken to provide a safe environment for each person participating in the Activities. However, I also understand that I am responsible for all personal medical insurance for myself and the participating minor(s) and that I will be responsible for any medical costs incurred as a result of participation in the Activities or use of the Company facilities. I agree to assume full risk for any and all activities in which I/the minor may participate and I hereby waive, relinquish and release any and all claims which I and/or the minor may have or obtain in the future against the Company as a result of injury which I and/or the minor may sustain in any activity associated with participation in the Activities or use of Company facilities. I affirm that I have adequate and appropriate insurance to provide coverage for such medical expenses. In case of medical

emergency, I authorize Company to arrange for emergency medical treatment at my sole cost. Minors may not be left unsupervised, and must be accompanied by an adult family member above the age of 18. I understand the Company is not liable for minors left unattended.

**MEDIA CONSENT AND RELEASE.** I grant to Company the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me or the named minor(s) for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I therefore agree as follows: (i) I authorize Company to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, distribute, license to third party, and otherwise use and permit others to use: (a) my name, image, likeness, and voice; and (b) all photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by me and furnished to the Company by me (collectively, the "Materials"), in any manner, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Company, its affiliates, or their services; (ii) I understand that all of the Materials are the sole property of Company. I agree not to contest the rights or authority granted to Company under this Consent and Release. I release, discharge, and agree to indemnify and hold harmless Company from any claims arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials.

**ENTIRE AGREEMENT & GOVERNING LAW.** This document contains the entire agreement between the Company and the undersigned with respect to the subject matter of this Media Consent, Release of Liability, & Indemnification Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law rules. I agree to execute any further documents or instruments requested by Company in order to evidence or confirm these rights.

**ELECTRONIC SIGNATURES.** The parties acknowledge and agree that this agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Any form of electronic signature, such as facsimile or email scan, shall be deemed to be an original signature.

I HAVE CAREFULLY READ THIS CONSENT, RELEASE OF LIABILITY, & INDEMNIFICATION AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND A LEGAL CONTRACT BETWEEN ME AND All In PICKLEBALL GYM AND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING OR AGREEING TO THIS DOCUMENT OF MY OWN FREE WILL. I ATTEST THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD NAMED BELOW.

\_\_\_\_\_  
Participant's Name    Participant's Signature    Date

Name(s) of Minor(s): \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian's Name    Parent/Guardian's Signature    Date