



PICKLEBALL BASH

WAIVER OF LIABILITY AND RELEASE FOR Meals on Wheels Orange County and THE USE OF the Tennis and Pickleball Club of Newport Beach Facilities

I hereby acknowledge and agree that participation on the Pickleball Courts at the Tennis and Pickleball Club of Newport Beach located at 11 Clubhouse Dr. Newport Beach CA (hereinafter referred to as TPCNB), has inherent and other risks of serious injury. In consideration of the services provided by Tennis and Pickleball Club of Newport Beach, its agents, members, participants, consultants, employees, and all persons or entities acting in any capacity on its behalf (hereinafter referred to as TPCNB) and Meals on Wheels Orange County, its agents, members, participants, consultants, employees, and all persons or entities acting in any capacity on its behalf (hereinafter referred to as MOWOC) I now agree and certify as follows:

1. I acknowledge and fully understand that as the participant I will be engaging in activities that may involve risk of serious injury which might result not only from my own actions, inactions, physical condition and / or negligence, but from the actions, inactions, and/or negligence of others, INCLUDING TPCNB and MOWOC and/or the latent conditions of the premises or of any equipment used.

The risks may include but are not limited to: being hit by a ball and/or racquet/paddle or (whether yours or another participant's) while participating at TPCNB and/or other NEGLIGENT acts of other participants in this activity, employees or agents of TPCNB latent defects in equipment or property supplied by TPCNB or other entity, latent conditions of the TPCNB facility and surrounding grounds or terrain; and/or NEGLIGENT first aid emergency treatment or other services.

2. I expressly agree and promise to accept and assume all of the inherent and other risks discussed above existing in this activity and acknowledge that the terms of this Waiver of Liability and Release for use of Pickleball Courts were made available to me, prior to reviewing this waiver. My participating in this activity is purely voluntary and I elect, despite the risks, to participate. I assume all the foregoing risks and accept personal responsibility for any and all damages following such injury.
3. On behalf of myself, my children, my parents, my heirs, assigns, TPCNB personal representatives and MOWOC personal representatives, I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless TPCNB and MOWOC from

any and all liability for any and all claims (INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM TPCNB and/or MOWOC alleged negligence), demands or causes of action which are in any way connected with my participation in this activity or my use of TPCNB equipment or facilities for a period of ONE YEAR from September 28, 2024.

4. I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in these activities or alternatively I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. I hereby certify that I have read and am familiar with the TPCNB Rules and Regulations, a copy of which is clearly and conspicuously posted on site and will comply with conditions set forth therein.
6. I acknowledge and certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18, and I agree I will wear proper attire at all times while on the Pickleball Courts at TPCNB. I hereby provide TPCNB and MOWOC permission to contact 911 or other emergency personnel as needed. By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against TPCNB and MOWOC on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, SIGNED IT AND I AGREE TO BE BOUND BY ITS TERMS.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in the MOWOC Pickleball Bash/Tournament event and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and

any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS MOWOC & TPCNB, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY REVIEWING IT, SIGNING IT AND PARTICIPATING IN THE TOURNAMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.