I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, fully understand that my participation in playing pickleball on the property of 1025 Westminster Mall Ave Unit#2043 and /or #2044A, Westminster CA 92683 (hereinafter "event/class") exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

I hereby release, discharge, and agree not to sue the owners of Pickleball Xscape, located at 1025 Westminster Mall Ave Unit#2043 and /or #2044A, Westminster CA 92683, their officers, officials, employees, agents, and volunteers for any injury, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the event/class from whatever cause, including the active or passive negligence of Pickleball Xscape or any other participants in the event/class. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the event/class, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless Pickleball Xscape from all claims, demands, actions, or suits arising out of or in connection with my participation in the event/class.

I further understand and agree that:

* An inherent risk of exposure to COVID-19 exists in any public space where people are present. COVID-19 is a highly contagious disease that can lead to severe illness and death.
* By participating in the program, activity, event, or class, I voluntarily assume all risks related to exposure to COVID-19.
* The program, activity, event, or class may be hazardous, strenuous, and/or physical in nature.
* Participation in the program, activity, event, or class may occasionally result in injury, death, or property damage.
* I will make good any loss, damage, or cost that Pickleball Xscape may have to pay if any litigation arises because of any claim made by said minors or by anyone on said minor's behalf.
* Pickleball Xscape does not provide accident, medical, liability, worker's compensation insurance, or any other insurance for participants in the program, activity, event, or class.
* If said minor requires medical or surgical treatments while under the supervision of Pickleball Xscape personnel in connection with the program, activity, event, or class, such personnel may authorize treatment. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment.
* I understand Pickleball Xscape staff may photograph or videotape me and/or my minor children, and Pickleball Xscape may use such photographs or videotapes to promote its facilities, programs and classes. I expressly allow, and hereby waive any objection to, Pickleball Xscape photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a Pickleball Xscape program. I understand all photos and videotapes will remain the property of Pickleball Xscape.
* While participating in any Pickleball Xscape program, activity, event, or class, I and my minor children will always abide by Pickleball Xscape’s Code of Conduct and any applicable federal, state, and local laws, orders, and regulations.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact Name Contact Relationship Contact Telephone**

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**PARTICIPANT’S Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARTICIPANT’S Address:** ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMAIL Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **PHONE #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE (Participant):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_