

RELEASE, PERMISSION, INDEMNITY AGREEMENT and MEDICAL RELEASE

Waiver: In consideration of being permitted to participate in any Boise Area Pickleball Association (BAPA) event, such as but not limited to pickleball games, tournaments, clinics or classes/lessons designed to teach the fundamentals of the game of pickleball, I, the undersigned, for myself, my heirs, or assignees, do hereby release, waive, discharge, or otherwise indemnify and further agree not to sue or otherwise attempt to hold liable the BAPA, its/their officers, employees, agents for any and all claims resulting in personal injuries, accidents or illnesses (which may include death) and any and all property loss arising from my participation in the aforementioned events. This release of liability shall include (without limitation) any claims of negligence or breach of warranty.

Assumption of Risk: Participants in the aforementioned events carry certain inherent risks that cannot be eliminated regardless of care taken to avoid such risks. Such risks may include but are not limited to 1) bruises, sprains, dehydration, 2) major eye injuries, joint, bone, or back injuries, heat stroke, heart attacks and concussions, and 3) catastrophic injuries such as paralysis and/or death. I have read the previous paragraphs and acknowledge the risks mentioned and agree that they all are inherent in participating in any event of the BAPA. I assert that my participation in these events is voluntary and that I knowingly assume all risks associated with previously mentioned events, whether such risks are known or unknown to me at this time.

Indemnification and Hold Harmless: I further agree to indemnify and hold harmless any club, any venue, Parks and Recreation entity, , other organizations and/or organizers assisting in previously mentioned event of the BAPA from any claims, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement or participation in any previously mentioned event of the BAPA.

Medical Release: I recognize that there may be occasions where I, named below may be in need of first aid or emergency medical treatment as a result of an injury, accident, illness, or other health condition while participating in any previously mentioned event of the BAPA or activities at any club, any venue, and/or Parks and Recreation entity. I do hereby give permission for agents of these organizations to seek and secure any needed medical attention or treatment for the participant named above including hospitalization, if in the agent's opinion such need arises. In doing so I agree to pay all fees and costs arising from the action to obtain medical treatment.

Further, I release and discharge the BAPA, any venue, Parks and Recreation entity, and/or any club or venue from any and all liability for any loss, theft of or damage to personal property, including without limitation automobiles and sports equipment.

Use Permission: I also give the BAPA, its agents or designees permission to use or distribute, without limitations or obligations, my image, name, voice and words for any purpose connected with any event of the BAPA I participate in. This will also include promotional and/or marketing materials.

All participants must be 18 or older. Should a participant be under the age of 18, a parent or legal guardian must sign a Release, Permission, and Indemnity Agreement prior to any under age participant being allowed to actively participate in any BAPA event previously mentioned in the document.