



THE SANTA CRUZ PICKLEBALL CLUB WAIVER, RELEASE, HOLD HARMLESS INDEMNIFICATION AND AGREEMENT TO DEFEND (“RELEASE”)

I agree that I am solely responsible for ensuring that I am properly fit and properly equipped to play Pickleball, and it is my sole responsibility for inspecting the court surface each time that I play Pickleball, to determine its condition and suitability for my play.

I hereby agree to release, hold harmless, indemnify and defend (including payment of legal fees and costs) The Santa Cruz Pickleball Club, Inc. and without limitation, any of its officers, agents, employees and volunteers, and any other Pickleball player participating in games of Pickleball with me, from and against any and all claims, demands, losses, damages, defense costs, all other legal costs, or liability of any kind or nature which any of them may incur at any time for injury to or death of persons, or damage to property arising out of, or in any way connected with my participation in Pickleball. This release is intended to discharge in advance The Santa Cruz Pickleball Club, Inc. (its officers, employees, volunteers and agents) from any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. In case of emergency, I give permission for emergency medical treatment. I also give The Santa Cruz Pickleball Club, Inc. and its members and volunteers, permission to use or distribute, without limitation or obligation, any writings, photos and/or videos related to Pickleball which include me, for any purpose, including promotional, marketing, educational, and archival uses.

I agree that this waiver release shall remain in full force and effect any time that I participate in Pickleball events involving the members and volunteers of The Santa Cruz Pickleball Club, Inc. My signature acknowledges that I understand and agree to the above conditions.