

ATHLETIC WAIVER AND RELEASE OF LIABILITY AGREEMENT

Activity/Sport/Club: **Pickleball**

I hereby assume all of the risks of participating in this activity, sport, or club hosted by and/or at First Baptist Church and it's organizers and/or volunteers, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity. I acknowledge that this Athletic Waiver and Release of Liability Agreement will be used by the organizers of the activity/sport/club in which I may participate and that it will govern my actions and responsibilities.

In consideration of my application and permitting me to participate in this activity/sport/club, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity/sport/club. THE FOLLOWING ENTITIES OR PERSONS: First Baptist Church, and/or their staff, agents, representatives and/or the volunteers of the activity/sport/club.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity/sport/club, whether caused by negligence or otherwise.

I acknowledge that this activity/sport/club may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and lack of hydration.

IMAGE RELEASE: I consent and agree that First Baptist Church, and/or their staff, agents, representatives and/or volunteers of this activity/sport/club may take photographs or digital recordings of me as a participant during this activity/sport/club and use these in any and all media for training or promotional purposes. I further consent that my identity may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.

The athletic waiver, release of liability, and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

FOR MINORS (under 18 years old)

The Undersigned parent and or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in this activity/sport/club, and has agreed individually and on behalf of the child or ward, to the terms of the athletic waiver, release of liability, and image release set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

Participant's Name (print)

Participant Age

Signature (if under 18 years Parent or Guardian must sign)

Date