

# Waiver of Liability and Release

## **WAIVER OF LIABILITY AND RELEASE AGREEMENT – NEW RACQUET SPORTS, LLC**

I wish to participate in PADEL or PICKLEBALL (the “Activity”) offered by New Racquet Sports, LLC (the “Company”). As a precondition to participating in the Activity, I have read the following Release Agreement (the “Agreement”) and agree to all of its terms.

**Assumption of Risk.** I understand that participating in the Activity entails inherent risks. I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of the Company.

**Liability Release.** In consideration for the Company allowing me to participate in the Activity, I agree I will not sue the Company or its managers, members, officers or directors and I release the Company and its managers, members, officers and directors from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the Company.

**Indemnification.** I agree to indemnify and hold harmless the Company from and against any loss, liability, damage or costs, including court costs and attorneys’ fees, that the Company may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the Company.

**Warranty of Physical Fitness.** I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in the Activity. I understand that the Company has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the Company is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

**Video Recording:** I acknowledge and understands that the company may engage in video recording activities within the premises. By signing this waiver, I hereby grant my full consent for the company and its authorized representatives to record, capture, and use my image, likeness, and voice on video recordings. I understand that these recordings may be utilized for promotional,

marketing, training, or other related purposes, including but not limited to the facility's website, social media platforms, advertising materials, and instructional videos. I further acknowledge that I will not be entitled to any form of compensation or royalties for the use of these recordings. I agree that the recordings will be the sole property of the company, and I release the company, its employees, agents, and representatives from any liability or claims arising out of the use or distribution of the recorded materials.

**Emergency Medical Treatment.** I grant the Company permission to authorize emergency medical treatment as it deems appropriate and agree that such action by the Company shall be subject to the terms of this Agreement. I understand and agree that the Company assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

**Intent.** It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provision. The courts in Dallas County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby. In signing this Agreement, I acknowledge that I have read this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that by choosing below, I am agreeing or disagreeing to this Release Agreement voluntarily and I am at least eighteen (18) years of age.

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Name, Last Name, Date