

RELEASE, PERMISSION, AND INDEMNITY AGREEMENT

Release. In consideration of being permitted to participate in any way in the Pickleball Association Kauai 2022 Open, I for myself, my heirs or assigns, hereby release, waive, discharge and covenant not to sue Pickleball Association Kauai, The County of Kauai, The Tournament Director, their officers, employees and agents from liability from any and all claims resulting in personal injuries, death, accidents, illnesses (such as a communicable diseases, including COVID-19), and property loss arising from, but not limited to, participation in the event.

Assumption of Risk. Participation in the Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, include but are not limited to 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. I have read the previous paragraphs and I know, understand and accept these and other risks that are inherent in playing pickleball. I assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless. I also agree to indemnify and hold Pickleball Association Kauai and all named above harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the event.

Use Permission. I also give Pickleball Association Kauai and its agents permission to use of distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with the event.