

Pickleball Release at the Wadsworth Residence

I participate in pickleball activities at the residence of Alex and Kimberly Wadsworth with their permission, free of cost. In consideration of being permitted to play Pickleball and participate in related activities (together, "Pickleball") at 5322 Lake Le Clare Rd, Lutz, Florida, 33558 (the "Premises"), I, for myself, and my representatives and assigns, acknowledge and agree that I understand the nature of Pickleball and the inherent risk of injury in it, and state that I am in good health and in the proper physical condition to participate. I further agree and warrant that if, at any time, I am no longer in good health or in the proper physical condition or if I believe conditions to be unsafe either because of the condition of the property or the actions of other participants, I will immediately discontinue further participation and leave the Premises. I fully understand that Pickleball involves the risk of disability, serious injury, or even death. I also acknowledge the court is still under construction and poses an additional risk.

I hereby release, discharge, and agree and covenant not to sue Alex Wadsworth, Kimberly Wadsworth, Pickleman Inc., German Ivanov, and their/its officers, directors, shareholders, employees, agents, successors, assigns, Estates, and heirs, and any trusts or partnerships in which any of them have an interest ("Releasees") from any and all liability of claims proximately caused by the negligence and/or intentional actions of any person, including myself and Releasees, and that occurs during my participation in activities, such as, but not limited to, playing Pickleball, observing Pickleball, and other activities offered at the Premises. I fully accept and assume all such risks and responsibilities for any and all injuries, losses, costs, and damages that I or my assigns incur. I waive all ability to make any claims of injury due to the current condition of the court.

If I or anyone on my behalf makes a claim against any of the Releasees, I hereby agree to indemnify, save, and hold harmless each of the Releasees from my expenses, losses, damages, or costs as a result of such claim.

Furthermore, I agree to be live-streamed, videoed, or recorded and for the livestream, video, footage, or recording (the "Video") to be posted on the Internet until the end of time. The Video may be downloaded, edited, and reuploaded for personal use. The rights to the Video will remain that of Alex Wadsworth. I hereby permit Alex Wadsworth, Kimberly Wadsworth, and Pickleman Inc. to use any and all photographs or videos taken on this date of myself, as well as our names, in all forms and media, whether electronic, print, digital, or electronic publishing via the Internet for publicity, promotion, illustration, advertising, and web content. Additionally, pursuant to Section 540.08, Florida Statutes, I hereby grant Alex Wadsworth and Kimberly Wadsworth and Pickleman Inc. the right to publish, print, display, or otherwise publicly use for purposes of trade or for any commercial, advertising, or other lawful purpose the name, portrait, photograph, or other likeness of my child or children and me. Furthermore, I waive the right to any royalty, fee, or other compensation for such use. By my signature below, I acknowledge that I have read and understand the provisions stated above.

I have read this Release, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and I intend that it shall be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this Release is held to be invalid all other portions shall continue to be in full of force and effect. I further agree that the contents of this Release shall be construed to provide the broadest waiver, release, indemnification, and consent possible.

Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the Releasees listed above shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

This form is governed by Florida law and judicial proceeding of any nature brought by any party against any other party hereto to enforce any right or obligation under this form, or arising out of any matter pertaining to this form, shall be submitted exclusively to the Thirteenth Judicial Circuit in and for Hillsborough County, and the parties irrevocably consent and submit to the personal jurisdiction of such court in connection with any such judicial proceeding.

Name of participant: _____ Cell phone: _____

Signature: _____ Date: _____

Emergency Contact: _____ Phone: _____