

## Oahu Pickleball Association

### PICKLEBALL CLASS, TOURNAMENT & ACTIVITY RELEASE, PERMISSION, AND INDEMNITY AGREEMENT

It is hoped that every participant enjoys an injury-free activity and by your signing this Release of Claims form, you assume all risks associated with the activity.

**The undersigned agrees** that prior to participating, he/she each will inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, will immediately advise the officials of Oahu Pickleball Association (“OPA”). If he/she observes any unusual significant hazard during the Pickleball class, tournament and activity he/she will remove themselves from participating and bring such to the attention to the nearest official immediately.

**Release.** In consideration of being permitted to participate in any way in OPA’s pickleball class, tournament, event I, for myself, my heirs or assigns, personal representatives, and next of kin, hereby release, waive, discharge and covenant not to sue OPA, their officers, officials, other participants, agents, and, if applicable, owners and lessors of the premises used to conduct the Pickleball class, tournament, and activity from liability from any and all claims resulting in personal injuries, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in the Pickleball class, tournament and activity.

**Assumption of Risk.** Participation in the Pickleball Class carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include: 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back 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 appreciate 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.

**Certifies** that he/she does not have a health problem or condition which would make participation in such events or activities detrimental to his/her health.

**Indemnification and Hold Harmless.** I also agree to indemnify and hold harmless OPA 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 Pickleball class, tournament and/or activity.

**Use Permission.** I also give OPA and its agents and designees permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with the Pickleball class, tournament and activity including promotional, marketing, training, informational, and archival uses.

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Signature of Participant

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Print Name of Participant

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Date