

**RELEASE, WAIVER OF LIABILITY  
AND INDEMNITY AGREEMENT**



For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by me, the undersigned, (the "Participant"), a participant in pickleball or other sport activities at The New Town at St. Charles (the "Activities"), including without limitation all use of any and all equipment or facilities, (the "Facilities"), do hereby freely and voluntarily, without duress, execute this Full Release, Waiver of Liability, and Indemnity Agreement (the "Release") and agree to the following terms, conditions, releases, waivers, indemnifications, and agreements on behalf of myself, my spouse, children, guardians, parents, family members, heirs, personal representatives, and assigns in all respects herein contained, for the benefit of National Pickleball Association, LLC (the "Organizer"), The New Town at St. Charles General Assembly (the "Assembly"), and NT Home Builders, LLC (the "Founder"), and their respective owners, members, shareholders, officers, directors, employees, contractors, agents, affiliates, related business entities, successors and assigns:

1. I acknowledge that my use of the Facilities and participation in the Activities involving the Facilities entails both known and unanticipated risks of injury ranging from minor and temporary injuries to severe, serious, and more permanent injuries which could result in emotional injury, permanent physical injury including paralysis, or death.
2. I understand that the above-described risks cannot be eliminated in my use of the Facilities or engaging in the Activities, and after consideration of the foregoing I choose to accept the same, and participate in such use and Activities at my own risk. I assume all responsibility for such risks and for determining whether any particular use of the Facilities or the Activities are safe and unlikely to result in injury, illness, death, or other undesirable consequences.
3. I do hereby voluntarily, knowingly, and without any inducement, having read this entire document, release, forever discharge, and agree to indemnify and hold harmless the Organizer, the Assembly, the Founder, and their respective affiliates, owners, shareholders, members, officers, directors, members, employees, contractors, representatives, agents, affiliates, related business entities, successors and assigns (collectively, the "Releasees") from any and all claims, demands, damages, liabilities, losses, causes of action, costs and expenses, including, without limitation, costs of suit and attorneys' fees, for personal injury, including without limitation, sickness, disability, and death, and property damage or destruction, arising from or in relation to my participation in the Activities or any other activities on or about the Facilities located at New Town or from the use of any and all equipment and facilities related to the same by any person, including any such claims which allege negligent acts or omissions on the part of the Releasees.
4. I acknowledge that **there is no supervision of the Activities** or rules at the Facilities or New Town nor supervision and that Releasees have no obligation to provide such supervision.
5. I agree to comply with ordinary and customary rules of behavior while present at the Facilities, or engaging in the Activities, to comply with all of the Rules and Regulations of New Town and of the Organizer, and to comply with any rules posted in or applicable to the Activities or the Facilities or requested of me by a Releasee, and further agree that if I observe any violation of the rules or hazardous activity or condition, I will immediately remove myself from the vicinity of such hazard or condition.
6. I represent that I and my family have adequate insurance to cover any injury, damage, or illness which I may suffer, contract, or incur in use of the Facilities or participating in the Activities or I agree to bear the cost of same.
7. I agree that I am willing to accept any additional risk related to my medical or physical condition, whether any such condition is known or unknown to me. I furthermore acknowledge and agree that I am aware of any physical limitations which I may have and that I will be solely and fully responsible for not exceeding any such limitations.
8. I agree to be responsible for and to pay upon demand any attorneys' fees, costs, or expenses incurred by any Releasee in enforcing this Release.
9. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Missouri, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Missouri. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable and shall remain in full force and effect.
10. I acknowledge that none of the Organizer, the Assembly, or the Founder, are conducting the Activities, that I have separately engaged and contracted with an instructor in the Activities, and that none of the Organizer, the Assembly, and the Founder have no responsibility to me whatsoever in connection with the same.
11. I am 18 years of age or older, am of sound mind and body, understand the consequences of signing this Release, and have had an opportunity to seek legal counsel, or if I am under the age of 18, this Release has been signed on my behalf by my legal guardian or parent.
12. I agree that this Release will be kept on file by the Organizer and the Assembly and shall be effective on each and every occasion that I participate in the Activities or enter upon the Facilities.
13. By signing this Release, I acknowledge that if anyone is hurt or becomes ill, or property is damaged during or resulting from the Activities or my use of the Facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against the parties named herein on the basis of any claim from which I have released them. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

**PARTICIPANT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

**IF UNDER THE AGE OF 18, THIS DOCUMENT MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN PRIOR TO ENTERING THE FACILITIES OR ENGAGING IN THE ACTIVITIES.**

PARENT / GUARDIAN OF PARTICIPANT UNDER **THE AGE OF 18**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

On behalf of: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_