

## RELEASE, PERMISSION, AND INDEMNITY AGREEMENT

### RELEASE, INDEMNIFICATION AND HOLD HARMLESS:

I, the undersigned, for myself, my heirs, executors, administrators, and assigns, **hereby release, waive and discharge** the Borough of Milton, The Improved Milton Experience/Milton Community Center, it's officers, directors and the Tournament Director, in and from any and all liability, including claims from personal injuries, accidents or illnesses (including death) and property loss arising from, but not limited to, my participation in the aforesaid tournament sponsored by The Improved Milton Experience/Milton Community Center Club, without limitation. I further agree to indemnify and hold the Borough of Milton, The Improved Milton Experience/Milton Community Center Club, it's officers, directors and the Tournament Director **harmless from any and all claims, actions, suits, costs, expenses, damages and liability, including attorney fees**, by the result of my involvement in the tournament. I further acknowledge that the Borough of Milton will have no involvement in providing any form of supervision, control or direction, over any of its facilities used during the The Improved Milton Experience/Milton Community Center tournament, which is being conducted on property owned by the Borough of Milton, and that all such supervision and control will be conducted by the The Improved Milton Experience/Milton Community Center. Finally, **I assume any and all risk of exposure to COVID-19** that may result from my attending this function on the property of the Borough of Milton and I acknowledge that exposure and infection may result in personal injury, illness, permanent disability or death.

### ASSUMPTION OF RISK:

Assumption of Risk. Participation in the Tournament 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, 3) catastrophic injuries such as paralysis and death. I acknowledge the contagious nature of the Coronavirus/COVID-19 and I further acknowledge that the Tournament director, Milton Borough and all mentioned above cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others,

### USE PERMISSION:

I also give the **The Improved Milton Experience/Milton Community Center Club** and its agents and designees **permission to use or distribute**, without limitation or obligation, **my image, name, voice, and words** for purposes connected with the Tournament, including promotional, marketing, training, informational, and archival uses.

Initials (     ) I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell. I have not traveled internationally within the last 14 days. I have not traveled to a highly impacted area within the United States of America in the last 14 days. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19. **I have not been diagnosed with Coronavirus/Covid-19** and not yet cleared as non-contagious by state or local public health authorities

**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.**

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Signature of Participant

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Print Name of Participant

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Date