

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below and, if applicable, the minor for whom I am signing below, (referred to as “**I**” or “**me**”) desires to participate in pickleball and the related activities (collectively the “**Activity**”) provided by Central Park Pickleball LLC dba Mile Hi Pickleball, a Colorado limited liability company with offices located at 3700 Havana St, Suite 305, Denver, CO 80239 (the “**Company**”). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “**Release**”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT THE COMPANY RECOMMENDS EYE PROTECTION AND OTHER PROTECTIVE GEAR BE WORN WHILE PARTICIPATING IN THE ACTIVITY AND THAT I WILL PROVIDE MY OWN EYE PROTECTION AND PROTECTIVE GEAR WHILE PARTICIPATING IN THE ACTIVITY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

**I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”), arising out of or attributable to the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise.** I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such

subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Colorado and I hereby consent to the exclusive jurisdiction of such courts.

### **Minor Authorization**

No child will be allowed to participate until this form has been signed by the parent or legal guardian of the child named below. Every child using CPP's facilities or services must provide this signed form.

I hereby certify that my child(ren) has/have my permission to participate in the pickleball activities and services provided by CPP, including any celebrations, parties or events that are held at CPP facilities. I understand that there is some risk of injury while participating in this program or activity and I hereby release and hold harmless the Releasees for any injury my child(ren) may sustain as a result of his/her participation in pickleball activities. I hereby agree that I am responsible for any and/or all hospitalization, medical emergency or other medical treatment costs as a result of such injury by providing him/her with proper medical coverage, or I personally assume responsibility for such costs. In case of emergency, I hereby grant CPP, its employees or agents the right to request medical attention for my child, including but not limited to calling emergency medical professionals.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

[SIGNATURE PAGE FOLLOWS]

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_