

# Cape Fear Pickleball Club (CFPC)

## Liability Waiver

I realize the nature of the Cape Fear Pickleball Club (CFPC) Activities and the equipment used in conjunction with those Activities may expose me to hazards or risks that may include minor injuries, broken or sprained limbs, overexertion, or heat exhaustion, along with other, more serious injuries, including hospitalization and death.

In consideration of my participation in CFPC Activities, I hereby accept all risk to my health or property and release the CFPC, its Board of Directors, officers, agents, employees, independent contractors, and club members from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all illness or injury to my person, including death, that may result from or occur during participation in the Activities.

I further agree that if any litigation or claim results arising out of, pertaining to, or in relation to my participation in any CFPC Activity, and the CFPC is named a party or joined as a party to such litigation or claim, I agree to hold them harmless, defend and indemnify them in regard to any judgment entered against them and in regard to their litigation expenses, including but not limited to reasonable attorneys' fees, costs, and out-of-pocket expenses.

I have carefully read this agreement and understand it to be a release of all claims and causes of action for injury or death of myself or damage to my property that occurs as a result of participating in the above described Activities and it obligates me to indemnify and hold harmless the Cape Fear Pickleball Club if it is named for any liability for injury or death of any person and damage to property arising out of, pertaining to, or in relation to my participation in the Activity. I have signed this agreement freely and without any inducement or assurance of any nature. Furthermore, I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall remain in full force and effect.

I further understand that this agreement shall be valid in regards to my participation in any and all CFPC Activities as long as I remain a member in good standing.

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

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

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