

Waiver and Release of Liability

In consideration of my being able to participate in any activities, programs, and/or events, including, but not limited to, open platform tennis play, platform tennis league play, platform tennis tournament play or pickleball play organized and/or put on by the Platform Tennis League, LLC, an Ohio limited liability company ("PTL"), and conducted at the Glendale Lyceum facility ("Lyceum") I:

- 1) Acknowledge, understand, and agree that playing platform tennis and pickleball involves strenuous physical activity and inherent risks, both anticipated and unanticipated, including risk of accident, risk of injury, and risk of death, and KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS.
- 2) For myself, my executors, my heirs, my personal representatives, my administrators, and my assigns, release and forever discharge, PTL and the Lyceum, its members, officers, directors, employees, agents, successors and assigns, from any and all claims, actions, causes of actions, and/or liability, for accidents, injuries, death, and/or property damage or loss, arising out of, or in any way related to, my participation in any activity or event organized and/or put on by PTL and the Lyceum, including, but not limited to, open platform tennis play, platform tennis league play, platform tennis tournament play and pickleball play whether due in whole or in part to the negligent acts or omissions of PTL and the Lyceum and the Lyceum, or its members, officers, directors, employees or agents.
- 3) Agree to indemnify, defend, and hold harmless PTL and the Lyceum, its members, officers, directors, employees, agents, successors and assigns from any and all claims, actions, causes of actions, and/or liability arising out of, or in any way related to, my participation in any activity or event organized and/or put on by PTL and the Lyceum, including, but not limited to, open platform tennis play, platform tennis league play, platform tennis tournament play and pickleball play.
- 4) Consent to the taking of photographs of me during my participation in any PTL activity and/or event. I acknowledge, understand, and agree that PTL is the owner of such images and grant PTL the right to make, reproduce, broadcast, or otherwise use my image, name, likeness, photograph or other depiction throughout the universe and in any advertising and promotion materials, in any manner or media whatsoever for any lawful purpose whatsoever, without further compensation. I further waive the right to inspect or approve the use of any finished product and any right to receive compensation or royalties related to the use of my image, name, likeness, or photograph.

I have carefully read and understand the provisions of this Waiver and Release of Liability and agree to be bound by its terms.

Date: _____

Print: _____

Name: _____