

WAIVER AND RELEASE OF LIABILITY AND MEDIA RELEASE CONSENT FORM

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the individual named below, hereby agree to all of the terms herein. I plan to participate in the 2024 APP Next Gen San Antonio (the “**Activity**”) in San Antonio, Texas. I understand and agree that, by signing this Waiver and Release of Liability and Media Release Consent Form, (“**Release**”), I am irrevocably and forever releasing, acquitting, and discharging **Association of Pickleball Professionals, LLC, USA Pickleball, UTR Sports, Intersport, Inc., ESPN, Inc, CSTV Networks, Inc, FOX Sports, Chicken N Pickle**, and each of their respective direct and indirect owners, officers, agents, directors, employees, partners, sponsors, representatives, and attorneys, and any and all of their respective subsidiaries or affiliates (collectively, the “**Releasees**”), from any and all claims, demands, or causes of action which hereinafter may accrue against them and which in any way arise as a result of my participation in the Activity. I acknowledge and agree that the Releasees will not be liable for injury or death of any person, including myself, while engaging in the Activity and further that the Releasees are not responsible for any loss, damage or destruction of property from any cause.

I understand that my participation in the Activity involves risks, including without limitation, inherent risks and dangers not reasonably known at this time, of personal injury to others and myself. I further understand and agree that an inherent risk of exposure to COVID-19 exists in any place where people gather and that no precautions can eliminate the risk of exposure to COVID-19. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I expressly assume all risk of injury and danger of personal injury (including, without limitation, permanent disability and death), sickness (including illness and other risks of exposure to COVID-19, or any other communicable disease or illness or a bacteria, virus or other pathogen capable of causing a communicable disease or illness), lost, stolen, damaged, or confiscated property, and all other hazards arising from, or related in any way to, the Activity, whether occurring prior to, during, or after the Activity, however caused and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability, loss, sickness, death, or otherwise. I acknowledge and agree that participation in the Activity is subject to all safety and health requirements and policies put in place by the Releasees, including requirements relating to face masks.

I do hereby acknowledge that I may be photographed, videotaped, recorded, and/or interviewed. I grant full permission to the Releasees by any means, whether now known or hereinafter developed to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to do the same, for any purpose, in any manner, without further notification, authorization, or compensation or remuneration of any kind to me, or anyone on my behalf, my name, image, voice, and/or other likeness, and any photographs, videotapes, motion pictures, footage, recordings or other record (individually or collectively “**Recordings**”) of the Activity (or any part or parts of my participation) in any and all media, whether now known or hereafter developed, worldwide

and in perpetuity, and I represent and warrant that no further permission is required for the Releasees to use the Recordings as provided herein. I irrevocably and forever release, discharge, and agree to hold harmless the

Releasees, and all persons acting under their permission or authority, from any liability relating to any use of the Recordings, including without limitation, by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of such Recordings or in any subsequent processing or reproduction thereof, as well as any publication thereof.

I have read and fully understand and agree to be bound by this release and waiver. I further agree that no oral representation or other inducements apart from this written agreement have been made. I warrant and represent that I have perpetrated no fraud or deception in completing this release and waiver.

Name of Participant (Please Print)	Signature (if under 18 years of age or under legal guardianship, see below)

Date

I warrant that I am the parent or legal guardian of the above-named Participant and that no additional third-party consents are required for the above-named participant to agree to the terms set forth above. I have read and fully understand this release and waiver and I hereby agree that all applicable parties will be bound by this release and waiver. I further agree that no oral representation or other inducements apart from this written agreement have been made. I warrant and represent that I have perpetrated no fraud or deception in completing this release and waiver.

Name of Parent or Legal Guardian of Participant (Please Print)	Signature

Date

