

PARTICIPANT WAIVER AND RELEASE AGREEMENT

Participant Name: _____

I am age 18 or older

Contact email: _____

Address: _____

Phone: _____

For and in consideration of Marketplace Events LLC, Pickle and Social, and Purchase Green (each, an “Event Organizer” together, the “Event Organizers”) allowing me, the registrant, to participate in pickleball clinics, tournaments, and games at the North Atlanta Home Show that I am registering for herein (the “Event” or “Events”); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Participant Waiver and Release Agreement (the “Agreement”).

1. I hereby represent that (i) I am at least eighteen (18) years of age; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, and that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge the risks and dangers associated with participation in the Event, including without limitation, the potential for serious bodily injury and situations beyond the immediate control of the Event Organizers, and other undefined, not readily foreseeable, and presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions or the actions or inactions of others participating in or organizing the Event. I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
3. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance, each of the Event Organizers and the Gas South Convention Center, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the “Released Parties”) with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys’ fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in the Event. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.
4. As a condition of my participation in the Event, I hereby grant the Event Organizers a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, “Likeness”), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event.

Participant Signature: _____

Date: _____