

**PARTICIPANT WAIVER OF LIABILITY AND INDEMNIFICATION**

I acknowledge that my use of the pickleball courts and facilities at Chicken N Pickle and/or my participation in pickleball-related activities 1) include certain inherent risks and dangers and 2) may result in injury or illness including, but not limited to, bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, or other ailments that could cause serious disability or death. I further acknowledge that the risks and dangers associated with my participation in pickleball-related activities may be foreseeable or unforeseeable and may be caused by the negligence of the participants, the negligence of others, accidents, the forces of nature, or other causes. I understand and appreciate the risks and affirm that my participation is voluntary, that I knowingly assume all such risks and dangers and all responsibility for any losses and/or damages, and that I am ultimately responsible for my own safety as well as the safety of the minors under my care, custody, or control. I further understand that use of the pickleball courts is considered a recreational use, and in making the courts available to myself and other participants, the City of Grand Prairie is not waiving its governmental immunity or its defenses and limits to liability under the recreational use statute.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the City of Grand Prairie and its agents, officers, and employees from any and all claims, demands, actions, or causes of action for bodily injury, property damage, death, or loss of services which may arise out of my and my party's use of the above-described facilities and/or participation in pickleball-related activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I or the minors listed below may have now or in the future for the negligent acts or other conduct by the City of Grand Prairie and its agents, officers, or employees.

Additionally, I agree that I will observe all Chicken N Pickle rules and sign any waiver required by Chicken N Pickle including a waiver releasing Chicken N Pickle and all of their employees from liability.

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

Minor 1 Name: \_\_\_\_\_ Minor 4 Name: \_\_\_\_\_

Minor 2 Name: \_\_\_\_\_ Minor 5 Name: \_\_\_\_\_

Minor 3 Name: \_\_\_\_\_ Minor 6 Name: \_\_\_\_\_

By signing below, I am certifying that I have legal authority to sign on behalf of the minors listed above and I am agreeing to the foregoing release on behalf of myself and the minors listed above.

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