**Waiver for NPL 2024 Draft**

PLAYER WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, the registered player, acknowledge, agree, and understand that:

1. Voluntarily and of my free will, I elect to apply for the National Pickleball League, LLC’s (“NPL”) Draft in order to participate as a player in NPL’s 2024 season to be held at various host facilities beginning in May 2024 (the “Events”).

2. I understand that there are certain risks and hazards involved in participating in pickleball that may result in injury or death to me or other players including, but not limited to those hazards associated with weather conditions, playing conditions, equipment, and other participants.

3. My participation includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, Influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness, injury, and death does exist.

4. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of others, and assume full responsibility for my participation.

5. I certify I have been cleared by a licensed health care provider to participate at a competitive level in league events, and that I do not require any physical accommodation in order to do so.

6. I also give the National Pickleball League, LLC and its agents and designees permission to use or distribute, without limitation or obligation, my image, name, likeness, voice, and words for any purpose connected with the Events, including promotional, marketing, training, informational, and archival uses. In addition, I waive the right to inspect or approve the finished product, including written or electronic copies wherein my likeness appears. I understand and agree that these materials containing my likeness will become the property of NPL and will not be returned, nor will I be given or have a right to a copy. I hereby irrevocably authorize NPL to edit, alter, copy, exhibit, publish or distribute my likeness for any lawful purpose. I waive any right to royalties or other payments associated with the use of my name, image, or likeness in any form, and hereby hold harmless and release NPL from any claims I or anyone acting on my behalf may have as a result of the use of my name, image, or likeness subject to this Agreement.

7. I agree to assume all responsibility for all risk, damage, or injury that may occur to me as a participant. I release and discharge, for myself, my heirs, executors, and administrators, the organizers, the facility, its members, employees, and sponsors and all persons associated with the league, including but not limited to: National Pickleball League, LLC, its members, managers, contractors, and event organizers, and venue providers, from all claims, damages, rights of action present or future which may arise in connection with my participation in this league.  I also agree to indemnify and hold the National Pickleball League, LLC and all named above harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Events.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM