



## **RELEASE, ASSUMPTION OF RISK, PERMISSION AND INDEMNITY AGREEMENT**

**IMPORTANT: THIS IS A LEGAL DOCUMENT FOR THE PICKLR, INC. AND ITS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY, "PICKLR"). PLEASE READ CAREFULLY AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING THIS RELEASE, ASSUMPTION OF RISK, PERMISSION AND INDEMNITY AGREEMENT. THIS IS A BINDING LEGAL AGREEMENT AND BY SIGNING IT YOU ARE WAIVING CERTAIN LEGAL RIGHT**  
**WAIVER AND RELEASE OF LIABILITY.**

In consideration of permission to use, today and on all future dates, Picklr's facilities, premises, and equipment, I (the facility user, participant, or member), for myself, my heirs, personal representatives or assigns, and/or child(ren)/ward(s), do hereby waive, release, discharge, and covenant not to sue Picklr, its directors, officers, employees, affiliates, subsidiaries and agents from liability from any and all claims including negligence of Picklr resulting in personal injury, accidents, illness, death, and/or property loss arising from, but not limited to, individual use and/or participation in activities, events, classes, clinics, tournaments, league play, observation, and use of facilities, premises, or equipment at a Picklr facility or Picklr organized event.

### **ASSUMPTION OF RISKS.**

I understand that although Picklr has taken reasonable steps to provide me with appropriate facilities and/or equipment to undertake the activities specific to the facilities and premises of Picklr, there are certain risks that are inherent that may not, or cannot, be completely eliminated. I understand that the facilities and activities offered by and through Picklr may be physically demanding, dangerous, and involve risks of illness, injury, and/or death.

**I hereby assert that my participation in the activities at, and usage of, Picklr's facilities is voluntary and that I knowingly assume**

**all such risks for myself and on behalf of my child/ward.**

I understand that injuries or damages may include, but are not limited to (a) major or minor personal, physical, bodily, emotional, mental, economic, property, or other types of injuries or damages ("injuries") to me, minor(s), or guest(s); (b) death, paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments/tendons, joint problems or injuries, broken bones, allergic reactions, burns, sprains, bruises, and/or scrapes; (c) aggravation of pre-existing injuries or medical conditions; (d) pain and suffering; (e) loss of consortium, love, affection, comfort, companionship, or care; (f)-emotional distress, embarrassment, humiliation, or shock; (g) lost wages or lost earning capacity; (h) lost, stolen, misused, or damaged property or information; and (i) any other disability, impairment, incapacity, injury, or damage.

### **INSURANCE, MEDICAL TREATMENT, AND PREEXISTING MEDICAL CONDITIONS.**

I have adequate health insurance or funds to cover the costs of treatment in the event of an injury and I agree to be personally responsible for all costs of any emergency or other medical care that I may suffer while engaging in activities at Picklr's facilities and/or premises. I also agree to indemnify, release, waive, and hold harmless Picklr (and any of its

officers, directors, employees, agents and affiliates) from the cost of any medical care that I receive as a result of participation in activities at Picklr's facilities or premises, whether requested by me or Picklr.

I represent that I am in good physical condition and free from known heart, respiratory, or other health problems that could limit or prevent me from safely participating in activities at Picklr's facilities, premises.

#### **USE PERMISSION AND RELEASE.**

I hereby give Picklr and its agents, affiliates and designee's permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with Picklr, including promotional, marketing, training, informational, and archival uses. I understand and agree that all photos and other materials will become the property of Picklr and will not be returned.

I hereby irrevocably authorize Picklr to edit, alter, copy, exhibit, publish, or distribute these photos and materials for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo, image, name, voice or words.

I hereby hold harmless, release, and forever discharge Picklr from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

#### **INDEMNIFICATION AND HOLD HARMLESS.**

I agree to indemnify, defend, and hold harmless Picklr, its directors, officers, employees, agents, and affiliates from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorney fees—see below) due to, arising out of, or related in any way to my participation in activities at or use of equipment of the facilities or premises of Picklr.

I (the facility user, participant, or member) agree to pay any and all attorney fees and/or costs incurred by Picklr in enforcing this Agreement. I agree to defend, indemnify, and hold Picklr harmless to the fullest extent permitted by law from and against any claim (including any negligence claim) asserted against Picklr by any other person (including facility user, participant, member, guest, family member, or any other person or entity) arising out of, resulting from, or caused by the use of Picklr premises and/or services by me, minor(s), member(s), or guest(s). I agree that to defend Picklr means that I will pay any settlement, judgment, or other damages, fees, or costs of any type incurred by Picklr to resolve the claim.

#### **SEVERABILITY.**

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remaining provisions of the Agreement shall, notwithstanding, continue in full force and effect.

#### **CONSENT TO ARBITRATION.**

I (the facility user, participant, or member) agree to arbitrate all disputes arising from this Agreement. Arbitration prevents me from suing in court and having a jury trial. I also agree that any arbitration will occur in the state of Utah, in a venue chosen by a representative of Picklr, and will be conducted confidentially by a single arbitrator in accordance with the rules of the American Arbitration Association.

#### **COVID-19 IMMUNITY.**

I understand that Picklr is immune from civil liability for damages or an injury resulting from exposure of an individual to COVID-19 on the premises owned by Picklr, or during an activity managed by Picklr pursuant to Utah Code Ann. § 78B-4-517.

#### **OTHER.**

I understand that I must use proper clothing and equipment in activities related to, or made available through usage of Picklr's facilities, premises, and equipment. I take personal

responsibility for myself and/or my child(ren)/ward(s) to ensure properly fitting clothing, footwear, hydration, alimentation, and equipment used in my use of Picklr's facilities, premises, and equipment.

**MINOR RELEASE (if applicable).**

I, the minor facility user's/participant's/member's parent and/or legal guardian, understand the nature of the activities offered by and at Picklr's facilities, along with the minor facility user's/participant's/member's experience and capabilities, and I believe the minor to be qualified, in good health, and in proper physical condition to participate in such activities.

I hereby release, discharge, covenant not to sue, and agree to indemnify and hold harmless Picklr from all liability, claims, demands, losses, or damages on the minor facility user's/participant's/member's account, caused or alleged to be caused in whole or in part by the negligence of Picklr or otherwise, including negligent rescue operations and further agree that if despite this release, I, the minor facility user/participant/member, or anyone on the minor facility user's/participant's/member's behalf makes a claim against Picklr or any of its agents, I will indemnify and hold harmless Picklr from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

**ACKNOWLEDGMENT OF UNDERSTANDING.**

I, THE PARTICIPANT OR PARENT/GUARDIAN OF THE PARTICIPANT HAVE CAREFULLY READ ALL OF THESE AGREEMENT TERMS AND FULLY UNDERSTAND THEIR CONTENT AND AM AWARE THAT THIS IS A RELEASE OF

LIABILITY AND A CONTRACT BETWEEN THE PICKLR AND ME, THE PARTICIPANT OR PARENT/GUARDIAN OF THE PARTICIPANT.

I AM OF A SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT.

I HAVE BEEN GIVEN AN OPPORTUNITY TO DISCUSS THIS DOCUMENT AND ITS CONTENTS WITH MY LEGAL COUNSEL BEFORE SIGNING.

I AGREE TO AND SIGN THIS AGREEMENT FREELY AND VOLUNTARILY BY MY OWN FREE WILL, WITHOUT DURESS, AND ASSERT THAT NO ORAL REPRESENTATIONS APART FROM THIS AGREEMENT HAVE BEEN MADE.

By clicking "Submit" or signing this document, I, the facility user/participant/member, acknowledge that I have read, understand, and agree to this Agreement and every provision herein. Additionally, I acknowledge that I agree that I am responsible and expected to always review and comply with Picklr's policies and rules.

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Signature of User/Participant/Member

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Date

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Signature of Parent/Legal Guardian of Minor

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Date