



MIAMI PADEL FEDERATION LLC.

ATHLETIC WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

There are certain inherent risks associated with participating in sports and/or athletic training that cannot be eliminated. These risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to the eyes, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis and even death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of a field or training facilities, the acts of others or from the unavailability of emergency staff or emergency medical care (hereinafter we shall define all of these risks and potential injuries as "Risks"). All of these Risks will be present in the activities at Miami Padel Federation.

HAVING READ THIS PARAGRAPH and having an appreciation for and an **UNDERSTANDING OF THESE RISKS**, you hereby affirm that your participation in any activities is voluntary and that you agree on behalf of yourself to all of the following:

1. **ASSUMPTION OF RISK** I, on behalf of myself, **ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN ANY ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ATHLETIC ACTIVITY ITSELF, USE OF THE EQUIPMENT, FIELD OR FACILITIES, THE ACTS OF OTHERS OR THE UNAVAILABILITY OF EMERGENCY CARE**, as well as those Risks described in the preceding paragraph.
2. **INDEMNITY/HOLD HARMLESS** I, on behalf of myself and/or our heirs, personal representatives and/or assigns, also agree to indemnify and hold Miami Padel Federation Llc., as well as their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, and agents or any producers, investors, or any other person or entity associated in any way with Miami Padel Federation Llc. harmless from any and all claims, causes of actions, lawsuits, arbitrations or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against Miami Padel Federation Llc. as the result of my participation in the activities organized by Miami Padel Federation Llc. or carried at Miami Padel Federation Llc. premises.
3. **RELEASE/WAIVER** I, on behalf of myself and/or our heirs, personal representatives and assigns **HEREBY RELEASE, WAIVE AND DISCHARGE** Miami Padel Federation Llc. from any and all liability associated with or related to my participation in any of its activities and agree **NOT TO SUE** Miami Padel Federation Llc. for any reason resulting from or associated with my participation in its activities. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with activities organized by Miami Padel Federation Llc. or carried at Miami Padel Federation Llc. premises.
4. **NO INSURANCE** I, on behalf of myself acknowledge that Miami Padel Federation Llc. does not carry insurance on behalf of myself.
5. **LEGAL RIGHTS** I, on behalf of myself, understand and acknowledge that I/we are surrendering valuable legal rights in this agreement.
6. **SEVERABILITY** I, on behalf of myself, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State for which it is used and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to Miami Padel Federation Llc. as permitted by the applicable law.