

Participation Waiver and Release

NC Sports Group LLC, DBA Pickles and Play.

As a legal adult participant 18 years of age or older, or the parent or legal guardian of the minor named in this document, over whom I have legal custody, and in order for participation in any NC Sports Group DBA Pickles and Play event (the "Program") included, but not limited to, any activity, open play, league, training class, private instruction, membership use, court rental, ball machine, tournament or any activity within the Program location, and at any facility owned, leased, rented, or used as part of any Pickles and Play event or program (the "Program"), I attest and agree to the following:

- The Participant is mentally and physically capable of participating fully in the Program. I understand that any evaluation or assessment of the Participant's physical fitness or any recommendation of activities made by anyone at NC Sports Group LLC DBA Pickles and Play shall not be a substitute for obtaining such evaluation, assessment or recommendation from the Participant's physician before participating in any of the Program activities. The Participant's intentional participation is strictly voluntary and as such, I am fully responsible and able to participate, and for any minor under my care, I give my full permission for the minor to participate in any Program. I understand that for myself, or any minor, that participation in any athletic program can be dangerous and that the risks of participation include, but are not limited to falls, collisions, cuts, bruises, fractures, concussions, other injuries, and potentially life-threatening emergencies to the myself, any minor and even an observer. Participation in any Program can also subject myself or any minor or observer to a communicable diseases including, but not limited to, viruses such as COVID-19, or bacterial infections. I understand and, for the myself, any minor, or observer from my family, accept the risk as a participant including any minors and observers or others contracting a communicable disease as a result of the any participation in any Program. I, and where applicable, for a minor or observer, acknowledge and fully assume the risk of injury, illness, disability, and death related to or arising from any Program and its activities.
- I hereby, for myself, and our family heirs, administrators, executors, personal representatives and assigns, forever waive, release and discharge any and all rights and claims for damages, injuries, and losses that I or any participant of my family, or observer from my family have or may have against: (i) NC Sports Group LLC, Pickles and Play and its directors; (ii) owners, managers, officers, employees, members, representatives and agents of NC Sports Group and Pickles and Play; and (iii) all trainers, participants, organizers, supervisors, planners, and volunteers for any injuries sustained or illnesses contracted by me or my minor, or an observer from my family, arising in any way out of association with or participation in any Program and any Program activities. I understand that, without this waiver, neither myself or my child will be allowed to participate in any Program. For myself and the minor, I also agree to hold harmless, defend, and indemnify NC Sports Group LLC, and Pickles and Play from any claims, demands, or causes of action related in any way to the any participation in the Program.
- In the event of an emergency, I authorize NC Sports Group LLC and Pickles and Play staff to secure appropriate medical care for either myself or my minor. I understand and agree that medical or other services rendered to a participant by or at the insistence of any of the above parties are not an admission of liability or responsibility to provide or continue to provide any such services and is not a waiver of any kind. I also acknowledge that, should any participant require transport to a medical facility, I will be responsible for payment for such transportation and any treatment required or provided; NC Sports Group and Pickles and Play will not be responsible for the cost of any medical treatment, including emergency transportation. NC

Sports Group and Pickles and Play strongly recommends that a physician examine the participant before he or she participates in any Program. If a participant has a history of heart disease, he/she will need written permission from a qualified physician prior to participating in the Program.

- If the participant is under the age of 18; or if I am 18 years of age or older. I have full legal capacity to execute this document for myself and on behalf of the minor. I also warrant and represent that I can read and understand the English language. I acknowledge that the participant is not obligated or required to participate in any Program, that I/he/she can withdraw from any Program at any time, and that my/his/her participation is voluntary and solely for purposes of my/his/her enjoyment.
- I understand and agree that this is the only agreement between me, or in some cases, the minor, and NC Sports Group LLC DBA Pickles and Play. If there is any dispute about this agreement or the Athlete's participation in the Program, it must be decided in the State courts in Wake County, North Carolina.

Property. I understand and agree that NC Sports Group and Pickles and Play are not responsible for any items of personal property lost or stolen at or related to any Program, including any location at which any Program may be held.

Inclement Weather. I understand that some events or parts of a Program may not be available due to inclement weather.

Photograph Permission. I permit NC Sports Group LLC and Pickles and Play to use pictures, video, or audio of myself, or my minor as a program participant in promotional literature, promotional videos & the Pickles and Play website, which are published by NC Sports Group LLC, Pickles and Play, or third-parties acting for them. I further understand that some activities or competitions may be live streamed over the internet as NC Sports Group LLC and Pickles and Play desires. I hereby waive and release any and all claims which I, my minor, or anyone acting on our behalf may have against NC Sports Group LLC and Pickles and Play under State or Federal law for the appropriation or use of myself or the minor's photo, name, voice, or likeness. I understand that my or the minor's photo or likeness may appear in news media.

Policies and Guidelines. I/We have read, understand, and accept all policies and guidelines of NC Sports Group DBA Pickles and Play as shown on www.picklesandplay.com website, specifically <https://picklesandplay.com/policies-and-guidelines/>

Behavior. All participants will use appropriate language at all times, cooperate with staff, follow directions, maintain a positive attitude, respect others, and refrain from damaging equipment & facility.