



## Release and Waiver Liability Waiver

I, \_\_\_\_\_, knowingly and voluntarily agree to participate in any activities, sports, excursions, or any other “Program” during my vacation to the Club Med in Turks and Caicos from October 1st to 5th, 2026, with Everything Racket Sports LLC (DBA. Central Winds Pickleball) and All Things Pickleball LLC its employees, instructors, any independent contractors or subcontractors, and the transportation and lodging services who will all herein be simply referred to as the “Provider.”

I acknowledge and understand that this Program involves various levels of fitness activities, which will place physical stress on my body, including but not limited to my muscular and cardiovascular systems. I am aware that it is my responsibility to first consult with my physician or other health care professional to determine if this Program is right for my needs. I also understand that I am solely responsible for my safety and that there is a risk that another participant may act in a negligent or intentional manner and contribute to my injury/death. The Provider assumes no responsibility for the actions and omissions of any Program participant.

**I KNOWINGLY, WILLFULLY, FULLY, EXPRESSLY AND COMPLETELY ASSUME ANY AND ALL RISKS AND LIABILITY, KNOWN OR UNKNOWN, ASSOCIATED WITH MY PARTICIPATION IN THE PROGRAM, WHETHER OR NOT SAID RISKS ARE EXPRESSLY OR IMPLIEDLY STATED HEREIN. EVERYTHING RACKET SPORTS LLC AND ALL THINGS PICKLEBALL LLC ITS EMPLOYEES, INSTRUCTORS, ANY INDEPENDENT CONTRACTORS OR SUBCONTRACTORS, ARE NOT RESPONSIBLE FOR ANY INJURIES, INCLUDING DEATH, WHICH MAY OCCUR TO ME BEFORE, DURING, OR AFTER MY PARTICIPATION IN THE PROGRAM.**

I agree to assume the entire risk of accidents, illness (including but not limited to possible exposure to illness from infectious communicable diseases including, but not limited to MRSA, influenza, and the novel coronavirus (COVID-19), personal injury, property damage or death which is suffered by me as a result of participation in the Program, whether or not such damage results from product liability or negligence or gross negligence (except intentional misconduct) on the part of the Provider. I understand that the Provider is not providing any safety measures of any kind for the Program, and that I am solely responsible for my safety including, but not limited to, while I participate in the Program.

I (individually and on the behalf of any spouse, children, relative, beneficiary, estate, personal representative, successor, assign, and all persons or entities which may derive a claim through me), for and in consideration of the opportunity to participate in the Program, hereby enter into this Release with the Provider and agree to the fullest extent permitted by law and without limitation, to indemnify and hold harmless the Provider from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney’s fees), which directly or indirectly arise out of, or result from, my participation in the Program.

I hereby remise, release and forever discharge the Provider from any all claims, accidents, damages, demands, rights, actions and causes of action of any kind whatsoever, in law or in equity, resulting from my participation in the Program, which includes and extends to any and all claims I have or may have against the Provider with respect to the Program and the conditions, qualifications, instructions, rules or procedures thereof, and, from any other cause whatsoever relating to the Program or occurring during or after or as a result of the Program. I further agree to accept full responsibility, financial or otherwise, for

any injury that I may cause either to myself or to any other participants due to my acts or omissions while participating in the Program. It is my intention hereby, fully and finally and forever, to settle and to release any and all matters, disputes and differences, with respect to those matters described herein.

I further agree that this Release is to be broadly construed, and that if any portion of same is held invalid, that the balance of the Release shall continue in full legal force and effect. It shall have no legal effect on the interpretation of this Release that the Provider has prepared this Release. I have read, understand, and voluntarily sign this Release and further agree that no oral representations, statements or inducements apart from the contents of this Release have been made which in anyway alters, amends, or changes this Release. Florida law applies to this Release. United States law applies to this Release. I certify that I am eighteen years or older.

**I have fully read and fully understand the foregoing and in consideration of being allowed to participate in the Program, I fully agree to the foregoing terms and conditions set forth herein.**

\_\_\_\_\_  
Participant's Name (please print)

\_\_\_\_\_  
Participant's Signature

\_\_\_/\_\_\_/\_\_\_  
Date