

PADEL FEVER SUNRISE VALENBERT LLC.
WAIVER OF LIABILITY AND RELEASE AGREEMENT FORM

I wish to participate in any activity offered (the Activity) by PADEL FEVER (PF) As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

Assumption of risk. I understand that participating in the Activity carries inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the back of this Release Agreement. I have been given the opportunity to ask questions about the activity detail form, and all those questions have been responded to my satisfaction. Having read this form, I am fully aware of the risks and dangers associated with the Activity, and you hereby choose to voluntarily participate in the Activity. I understand that the physical activity to be carried out requires certain physical conditions and I voluntarily assume all responsibility for any risk of loss, damage to property or personal injury, including death, that I may suffer as a result of my participation in the Activity, unless caused by for gross negligence or willful misconduct of PF.

Liability Release. In consideration for Padel Fever allowing me to participate in the Activity, I agree I will not sue PF and I release PF from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of PF.

Indemnification. I agree to indemnify and hold harmless PF from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that PF may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of PF.

Warranty of Physical Fitness. I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand PF has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and they are relying the truth on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

Emergency Medical Treatment. I grant PF permission to authorize emergency medical treatment as it deems appropriate and agree that such action by PF shall be subject to the terms of this Agreement. I understand and agree that PF assumes no responsibility.

Intent: It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provision. The courts in Broward County shall be the forum for any lawsuits arising from the Activity.

or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby. In signing this Agreement, I acknowledge that I have read this Release Agreement form, understand

it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age

PARTICIPANT NAME: _____ ID or PASSPORT

Number _____ PHONE _____ E-MAIL :

DATE __/__/2023

DATE OF BIRTH __/__/____/_____ SIGNATURE(or Guardian if 17

years of age or younger)

By participating in the above activities you may be exposed to several inherent risks, including but not limited to those listed below: • Tripping and Falling • Abrasions, cuts, and contusions • Sprained ankles and wrists • Broken wrists • Dehydration • Heat Rash • Heat Exhaustion • Sliding • Slipping • Bumps • Bruises • Cuts • Abrasions • Contusions • Dislocations • Broken Bones • Pulled Muscles • Fatigue • Sunburn • Death
We request you conduct your participation with the safety of yourself and others in mind.