

LOT NUMBER \_\_\_\_\_



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

**Release and Waiver of Lawsuit/Liability.** In consideration of being permitted to use the Pickleball Courts on the Vista View Resort Property with the office address of 526 S Clubhouse Lane Sierra Vista AZ 85635.

I, for myself, my heirs or guests, **hereby release, waive, discharge and covenant not to sue VISTA VIEW RESORT**

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

, and their officers, directors, employees and agents, sponsors, volunteers, and/or other representatives (collectively, the "Released Parties") for liability from fault in connection with any personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss arising from, but not limited to, participation in the Event. I understand that this release means that I give up my right to bring negligence claims against the Released Parties, including for personal injuries, death, disease or property losses, or any other loss, whether known or unknown, foreseen or unforeseen.

**Assumption of Risk.** Participation in the Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. By my signature below, I certify that I am physically fit for participation, and that if there are any questions about whether my participation is suitable, I will consult a health care provider prior to participating. I also understand that the use of protective equipment, including protective eyewear, is recommended during my participation, and that should I choose to forego wearing protective equipment I assume the risk of any injury resulting therefrom. **I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in playing pickleball. I assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless.** I also agree to indemnify and hold **VISTA VIEW RESORT and all Released Parties** harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in using the pickleball court.

**Use Permission.** I also give **VISTA VIEW RESORT** and its agents and designees permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose, including promotional, marketing, informational, and archival uses.

By my signature below I acknowledge that I have read and fully understood all provisions above and freely and knowingly assume the risk and waive my rights concerning liability as set out above. I also agree that the law of the State of Arizona shall apply to this agreement.

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Vista View Resort Agent

\_\_\_\_\_  
Signature of Vista View Resort Agent

\_\_\_\_\_  
Date