

# Liability Waiver - 2023

**All players must agree to our waiver before joining in on any of the fun!**

*The Towns of Grand Isle, North Hero, Isle La Motte and Alburgh,  
The Vermont State Parks & The Islands Pickleball Association*

## Waiver and Release

In consideration for participation in athletic activities including but not limited to pickleball, the undersigned ("**Participant**") hereby acknowledges and agrees as follows:

**1. Waiver of Claims / Release of Liability.** Participant acknowledges that activities and sports are inherently dangerous activities involving physical contact and activities with other persons, and Participant's participation is completely voluntary. Participant hereby agrees to waive, indemnify, hold harmless, and defend the Towns of Grand Isle, North Hero, Isle La Motte, Alburgh, the Vermont State Parks and the Islands Pickleball Association (operator), and their respective employees, agents, officers, staff and volunteers), from any and all claims arising out of Participant's participation in the activity, whether resulting from physical, mental, or emotional injury, loss, theft, or property damage (collectively, "Injuries"). Participant further acknowledges that the school, and their respective employees, agents, officers, staff and volunteers are intended third party beneficiaries of this Waiver and Release. Participant further agrees that in no event shall Towns of Grand Isle, North Hero, Isle La Motte or Alburgh, and the Vermont State Parks be liable to Participant or its guests for any Injuries suffered in connection with participation in the activity. Participant further acknowledges that this Waiver and Release shall be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Participant further acknowledges that the scope of this Waiver and Release includes Participant's travel to, from, and time during activities.

**2. Assumption of Risk.** Participant knowingly and freely assumes all risks related to and/or arising out of any activity associated with the activity, both known and unknown, including negligence on the part of the activity. Participant fully assumes responsibility for Participant's participation, including Participant's own negligence and intentional torts against third parties.

**3. Representations and Warranties of Health.** Participant represents and warrants that Participant is in good physical condition and able to safely participate in the activity. Participant agrees to comply with the stated and customary terms, conditions, and rules of activities, none of which serve to modify this Waiver and Release. If Participant observes any unusual and/or significant hazard during activities, Participant agrees to remove him/herself from participation and notify hosting staff members (Recreation Department) and/or IPA members immediately of such hazard. Participant agrees that Participant will not exceed Participant's physical or other abilities during any activity. Participant acknowledges and agrees that the school has made no recommendations or determinations as to Participant's fitness or ability to participate in the activity. Participant represents and warrants that Participant may consult with Participant's physician regarding physical activity, and shall not engage in any activity which is more rigorous than that which is recommended by said physician. Participant further agrees that Participant shall not participate in any activity if injured, ill, in poor health, or in any condition or circumstance which might make participation in activities dangerous to Participant or other persons.

**5. Alcohol and Drug Policy.** Participant further agrees to refrain from bringing and/or consuming alcoholic beverages and unlawful drugs at all venues and/or locations where prohibited, including but not limited to, all venues and/or locations owned by third parties. Alcohol, tobacco products, and drugs are not permitted on school property.

**I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE THE TOWNS OF GRAND ISLE, NORTH HERO, ISLE LA MOTTE, ALBURGH, THE VERMONT STATE PARKS AND THE ISLANDS PICKLEBALL ASSOCIATION FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY ADULT SPORTS ACTIVITY.**

I, **Participant**, hereby acknowledge and agree that I am over eighteen (18) years old and I have read, understood, and agree to the content of this Waiver and Release.

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_