NEW JERSEY REALTORS®

NJ REALTORS® Housing Opportunity Foundation Pickleball Fundraiser
Waiver and Release of Liability Agreement & Media/Photo Release

By signing this ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT ("Agreement"), I knowingly, intelligibly and voluntarily agree, warrant, and covenant as follows:

In consideration of being allowed to participate in any way in one or more NJ Realtors ("NJR") programs, related events and activities:

1. I understand that there are risks of illness, injury or death inherent in any sports activity. Common risks include, but are not limited to, increased pulse and respiration, joint injury, fatigue, and possible blood clotting, pulled muscles, dehydration, broken bones, communicable disease, and heart failure. I understand that risks can be intensified and become severe in participants with certain high level of risk factors including but not limited to high blood pressure, obesity, diabetes, weight, substance use, organ/joint or other disease/disorder. I represent, warrant and agree that I am in good physical condition and able to safely participate in any NJR program, event or activity in which I participate. I voluntarily agree to comply with the stated and customary terms and conditions for participation; I have reviewed such terms and conditions and fully-understand the same. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. I will not exceed my physical abilities during any NJR program, event or activity. I acknowledge that NJR has made no recommendations or determinations as to my fitness or ability to participate in any NJR program, event or activity; NJR has recommended that I consult with my treating physician before I engage in any physical activity in connection with the NJR program. I represent and warrant that I will periodically, and as needed, consult with my physician, and will not engage in any activity that is more rigorous than that recommended by such physician. I further agree that I will not use any equipment unless and until I have thoroughly familiarized myself with the correct use and operation thereof. I further agree that I will not participate in any activity if I am ill, in poor health, or have any condition that might make my participation in the activity dangerous to me or others, or if I have reason to believe I am injured or may become injured. I represent and warrant to NJR that I have full legal authority to complete this registration process and agree to this Agreement.
2. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey, and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

3. I acknowledge and fully understand that, as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of NJR or its employees, contractors, vendors, and representatives, other participants, volunteers, spectators, coaches, event officials, referees and organizers; (b) conditions of the premises, facilities or equipment used; (c) rules of play; (d) weather conditions; (e) the skill, ability and condition of other participants, and their failure to abide by the rules, regulations, terms and conditions for participation in the program, event or activity; and, (f) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. NJR cannot control these risks, nor has NJR judged my skill level or ability prior to allowing me to participate and, consequently, is not in a position to guarantee my personal health or safety during my participation in

the programs, events or activities. I KNOWINGLY, INTELLIGIBLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, ANTICIPATED AND UNANTICIPATED, FORESEEABLE AND UNFORESEEABLE, EVEN IF ARISING FROM THE NEGLIGENCE OF NJR OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

4. I acknowledge that I have adequate health insurance to cover any injury, damage or death that can be caused while participating in an NJR program. I further acknowledge that said health insurance shall continue throughout the duration of the NJR program or season.

5. COVID-19 and other communicable diseases: (i.e. influenza, MRSA)
    a. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. Participation in a NJR athletic sports program(s), related event, or activity, could increase the risk of contracting COVID-19. By signing this agreement, I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that I may be exposed to or infected by COVID-19 by participating in an athletic sports program(s), related event, or activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself, my spouse, guests, unborn child, or relatives. I understand that the risk of becoming exposed to or infected by COVID-19 at an NJR athletic sports program, related event, or activity may result from the actions, omissions, or negligence of myself or others, including, but not limited to, NJR employees, volunteers, and program participants. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further, I UNDERSTAND AND AGREE that this release includes any Claims based on the actions, omissions, or negligence of NJR, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any NJR athletic sports program, related event, or activity.

    b. I understand that by participating in NJR events, I am at greater risk of having direct or indirect contact with individuals who have been exposed to communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof. I understand that it is impossible to eliminate the risk that I could become infected through contact with or close proximity to an individual with a communicable disease.

6. I, on behalf of myself, my heirs, beneficiaries, executors, administrators, personal representatives and assigns, HEREBY WAIVE, RELEASE, DISCHARGE, AND AGREE NOT TO SUE NJR, any of its affiliates or any of its or their managers, members, shareholders, directors, officers, employees, volunteers, representatives, agents, coaches and referees, and other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of equipment, facilities and premises used to conduct the programs, events or activities (collectively the "Releasees"), from any and all claims for damages, injuries, losses, liabilities and expenses, including claims based on any Releasee's negligence, which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation or involvement in any programs, events or activities of NJR, including any injury or damage to my person or property, or to that of any other person or property. In amplification of the foregoing, this release includes any and all claims, causes of action or damages, including, but not limited to, claims for pain and suffering, disability, impairment, loss of enjoyment of life, temporary and permanent disability and/or disfigurement, loss of income (including loss of fringe benefits), claims for payment of medical expenses, loss of consortium, consequential damages, incidental damages, loss of

profits, compensation, claims for enhancement of risk and all past claims, demands, obligations, actions, causes of action, wrongful death claims, wrongful birth claims, wrongful life claims, emotional distress claims, rights, damages, costs, loss of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery and whether for compensatory or punitive damages, which I have now, which any way grow out of or which relate to the NJR or any other act or omission by any Releasees, whether presently known or unknown, including, without any limitations, any and all known or unknown claims for bodily and personal injuries, or any future wrongful death claim of my representatives, which may have resulted or may result from the alleged acts or omissions of any Releasee. This release, on my part shall be a fully binding and a complete settlement between me and the Releasees and their heirs, assigns and successors.

7. I further agree to indemnify, defend, save, and hold harmless the Releasees from and against any and all claims, demands, liabilities, damages, actions, causes of action, losses, injuries, costs, or expenses, including attorneys' fees, arising out of or in any manner connected with my participation or involvement in any NJR program, event or activity, except to the extent caused solely by the willful misconduct of the Releasees: I acknowledge that the agreements made herein were and will continue to be a material and important consideration and inducement to NJR's admittance of me to any NJR program, event or activity.

8. I consent to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release all Releasees and all persons participating in any such medical treatment from all responsibility for any such actions.

9. I hereby grant to NJR and those acting with its authority, the right to photograph, videotape, audio record or otherwise capture or collect my likeness, voice and sounds (the "Content") during my participation in the NJR program, event or activity, without any remuneration of any kind to me. I further acknowledge the Content to be works made for hire, and otherwise irrevocably assign and grant to NJR all rights in this Content and the right to use or sublicense the Content and my name, likeness, and biography, in NJR's discretion, in all media and in all forms and for all purposes, including without limitation, advertising and other promotions for NJR, without any further consideration to me or any limitation whatsoever.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE CONSULTED WITH AN ATTORNEY BEFORE SIGNING IT, 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 NJR FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY NJR PROGRAM, EVENT OR ACTIVITY.

I acknowledge that I am 18 years of age or older and have fully read, understand and agree to be bound by the terms contained in this Agreement.

Signature	Print Name	Date