

WAIVER AND RELEASE OF LIABILITY – RADIO STATION PERSONNEL OR GUEST

This Waiver and Release of Liability (“Waiver and Release”) is a disclaimer of responsibility of Dick Broadcasting Company, for the undersigned participant in The Big Dill Pickleball Tournament.

I, the undersigned, hereby agree to and acknowledge the following:

1. I affirm that I am eighteen (18) years of age or older; am a legal resident of and living in within the fifty (50) United States or District of Columbia (D.C.); and confirm I am voluntarily entering the Big Dill Tournament
2. By attending the Tournament and entering the Venue, I understand and agree that I must comply with any health and security procedures or measures imposed by the Venue’s personnel and/or its representative(s). I further understand and agree that the Venue’s personnel/representative(s) reserve the right in their sole discretion to suspend or cancel my attendance at the tournament due to non-compliance with any security procedure or inappropriate behavior or misconduct.
3. The World Health Organization has declared the novel coronavirus SARS-CoV-2 (“COVID-19”) as a worldwide pandemic. By attending the tournament , I acknowledge, among other possible risks, that: (a) COVID-19 and any resulting disease (together with any mutation, adaptation, or variation thereof) is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) notwithstanding the safety precautions taken by air carrier, hotel property, concert and other venues, and other providers of travel-related services, it is possible that I may still contract COVID-19 and/or infect others even if I am asymptomatic or vaccinated; and (c) exposure to COVID-19 can result in subsequent quarantine, illness, disability, other short-term and long-term physical and/or mental health effects, and/or death, regardless of age or health condition at the time of exposure and/or infection. I voluntarily entered the tourney with full knowledge of all risks associated with my attendance. I affirm that I am presently and physically able to attend and participate in any activity associated with it, and that I have not been advised otherwise by a qualified medical professional. I further affirm that I have not knowingly been in contact with COVID-19 and am not sick or exhibiting any symptoms of COVID-19. Any losses or injuries associated with the Concert shall be my sole responsibility, and not the responsibility of DBC..

IN ALL CASES, BY ATTENDING, I, ON BEHALF OF MYSELF, MY EXECUTORS, AND MY HEIRS, VOLUNTARILY ASSUME ANY AND ALL LIABILITY FOR ANY LOSSES, CLAIMS, DAMAGES, INJURIES, DEMANDS, CAUSES OF ACTION, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, NO MATTER HOW CAUSED, ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO MY ATTENDANCE AT THE TOURNAMENT , MY ATTENDANCE, OR ANY BREACH OR ALLEGED BREACH BY ME OF ANY AFFIRMATION, UNDERTAKING, OR OBLIGATION OF MINE IN THIS WAIVER AND RELEASE. THIS INCLUDES ANY COVID-19 RISKS, INCLUDING BUT NOT LIMITED TO POSSIBLE COVID-19 EXPOSURE AND/OR INFECTION TO MYSELF AND OTHERS. I HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY LABEL, THEIR RELATED AND AFFILIATE COMPANIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, AGENTS, ATTORNEYS, ARTISTS AND REPRESENTATIVES (THE “RELEASED PARTIES”), OF ANY AND ALL LIABILITY FOR ANY LOSSES, CLAIMS, DAMAGES, DEMANDS, CAUSES OF ACTION, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, HOWEVER CAUSED, ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO MY ATTENDANCE,, OR OBLIGATION OF MINE IN THIS WAIVER AND RELEASE.

I understand that this Waiver and Release is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of this Waiver and Release is deemed invalid, the remainder will continue in full force and effect. I further understand that this Waiver and Release is to be interpreted under the laws of the State of North Carolina, and I submit to the jurisdiction of the courts withiand waive all objections to the jurisdiction or venue of such courts.

I warrant and represent that I am over 18 years of age and that I have read and understood the foregoing Waiver and Release. I warrant and represent that I am able to sign this Waiver and Release on my own behalf. I understand that I have given up substantial rights by signing this Waiver and Release and have nonetheless signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE of all liability, to the greatest extent allowed by law.

Signature of Radio Station Employee or Guest

Date

Full Legal Printed Name of Radio Station Employee or Guest

Home Street Address City State Zip

Daytime Phone Number Evening Phone Number

Person to Be Contacted in Case of Emergency

Relationship to Radio Station Employee or Guest

Street Address City State Zip

Daytime Phone Number Evening Phone Number