

**AER PICKLEBALL SUMMER SHOWCASE  
LIABILITY WAIVER, RELEASE, INDEMNIFICATION, MEDIA AUTHORIZATION, SPONSOR  
PROTECTION & ARBITRATION AGREEMENT**

Legal Entity: AER Sports Management LLC, d/b/a AER Pickleball  
Address: 2002 2nd Ave S, Jasper, Alabama 35501

**IMPORTANT: THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ CAREFULLY.**

By registering for, paying for, attending, spectating, or participating in the AER Pickleball Summer Showcase (“Event”), scheduled for July 31, 2026 through August 2, 2026 at Bill Noble Park, Gardendale, Alabama, I acknowledge that my registration and/or participation constitutes my full and binding acceptance of the terms below.

**1. SCOPE OF AGREEMENT**

This Agreement applies to all aspects of my involvement with the Event, including but not limited to:

Tournament participation

Warm-ups and practice

Use of courts and facilities

Arrival at, presence at, and departure from event premises

Spectating

Volunteer participation

Vendor participation

Promotional, sponsor, and media activities

**2. ASSUMPTION OF RISK**

I understand and acknowledge that participation in pickleball and tournament-related activities involves inherent risks, including but not limited to:

Slips, falls, trips, and collisions

Heat exhaustion, dehydration, and overexertion

Equipment malfunction or failure

Contact with participants, staff, or spectators

Weather-related hazards

Physical injury, illness, permanent disability, or death

I knowingly, voluntarily, and freely assume all such risks, whether known or unknown, foreseeable or unforeseeable.

### **3. RELEASE OF LIABILITY**

To the fullest extent permitted under Alabama law, I release, waive, discharge, and covenant not to sue:

**AER Sports Management LLC**

**AER Pickleball**

Its members, owners, officers, directors, employees, staff, referees, coaches, contractors, and volunteers

Tournament sponsors, vendors, affiliates, and partners

Host facilities, municipalities, property owners, and governmental entities, including but not limited to Bill Noble Park and the City of Gardendale, Alabama

from any and all claims, demands, liabilities, losses, damages, actions, causes of action, or expenses of any kind arising out of or related to my participation in the Event, including claims arising from the sole or concurrent negligence of any released party, except where prohibited by law.

### **4. INDEMNIFICATION**

I agree to defend, indemnify, and hold harmless AER Pickleball and all released parties from and against any claims, liabilities, damages, costs, or expenses (including attorney's fees) arising out of:

My conduct or participation

Any damage caused by me

Any guest or spectator accompanying me

Any minor under my care or supervision

### **5. MEDICAL RESPONSIBILITY**

I certify that I am physically able to participate and do not suffer from any condition that would make participation unsafe.

I acknowledge and agree that:

AER Pickleball does not provide medical insurance

I am solely responsible for all medical expenses

In the event of injury or emergency, I authorize AER representatives to obtain medical treatment on my behalf at my sole cost and expense

## **6. RULES, CONDUCT & AUTHORITY**

I agree to comply with:

USA Pickleball Official Rules

All AER Pickleball event policies

All facility and venue rules

All tournament director, referee, and staff instructions

I understand that all tournament rulings and disciplinary decisions are final.

Failure to comply may result in disqualification, removal, forfeiture, or suspension without refund.

## **7. MEDIA RELEASE**

I grant AER Pickleball and its affiliates a perpetual, irrevocable, worldwide, royalty-free license to use my:

Name

Image

Likeness

Voice

Photographs

Video footage

Results

Performance data

for promotional, commercial, marketing, social media, broadcast, sponsor, and advertising purposes without compensation or further approval.

## **8. SPONSOR PROTECTION & COMMERCIAL RESTRICTIONS**

I acknowledge and agree that:

All Event branding, sponsorships, activations, and commercial relationships are the exclusive property of AER Pickleball.

I may not commercially exploit Event footage, images, or my association with the Event for sponsorship, endorsement, or advertising purposes without prior written consent from AER Pickleball.

I may not intentionally interfere with, misrepresent, or exploit any sponsor relationship connected to the Event.

AER Pickleball reserves the right to remove, disqualify, or ban any participant whose conduct materially harms Event integrity, sponsor relationships, or commercial interests.

## **9. DATA USE & PUBLIC DISPLAY**

I understand and agree that:

My name

Division

Results

Rankings

Photos

Match schedules

and related event data may be publicly displayed, published, or distributed.

Private personal information will only be used for tournament administration and operational purposes.

## **10. PERSONAL RESPONSIBILITY**

I acknowledge that:

My participation is voluntary

I accept full responsibility for my safety

I understand the physical demands of pickleball

I assume all risk of injury, illness, damage, or loss

### **11. NO GUARANTEES**

I understand that participation does not guarantee:

Any specific match outcome

Advancement

Prize winnings

Weather conditions

Exact match times

Specific opponents

Court assignments

Scheduling certainty

### **12. MINOR PARTICIPATION**

Any participant under the age of 18 must have a fully executed Parent or Legal Guardian Waiver on file with AER Pickleball prior to check-in, registration confirmation, or participation of any kind.

No minor shall be permitted to compete, warm up, enter the court area, or otherwise participate in the Event without such completed waiver.

If a minor arrives without a completed waiver, AER Pickleball reserves the absolute right to deny participation without refund.

The parent or legal guardian assumes full legal responsibility, liability, and financial responsibility for the minor's participation, conduct, injuries, and any damages caused by the minor.

For participants under 18 years of age, registration shall remain provisional until a completed Parent or Legal Guardian Waiver is received and approved by AER Pickleball. Failure to provide such documentation by the deadline established by AER Pickleball may result in cancellation of registration without refund.

### **13. REFUNDS / FORCE MAJEURE**

All registration fees are non-refundable unless otherwise expressly stated by AER Pickleball.

AER Pickleball reserves the right to cancel, delay, modify, combine divisions, or reschedule the Event due to:

Weather

Facility issues

Acts of God

Insufficient registration

Safety concerns

Government restrictions

Emergencies

or any circumstances beyond its reasonable control.

Any refund, credit, or transfer shall be issued solely at the discretion of AER Pickleball.

### **14. MONEYBALL DIVISION TERMS**

Participants entering any Moneyball division acknowledge and agree that Moneyball divisions are premium competitive cash-prize events and are subject to additional tournament discretion.

AER Pickleball reserves the sole and exclusive right to:

modify Moneyball formats, brackets, seeding, or payouts based on registration numbers;

combine or cancel Moneyball divisions due to insufficient entries;

adjust prize structures if minimum participation thresholds are not met;

review and verify player skill ratings, prior tournament history, and competitive eligibility;

remove, reclassify, or disqualify players for sandbagging, misrepresentation of skill level, unsportsmanlike conduct, collusion, or rule violations.

Prize money will only be awarded to participants who fully complete all required matches and remain in good standing.

AER Pickleball reserves the final authority on all Moneyball eligibility, disputes, payout decisions, and enforcement actions. All such decisions are final and non-appealable.

## **15. ARBITRATION & CLASS ACTION WAIVER**

Any dispute arising out of or related to this Agreement or the Event shall be resolved exclusively through binding arbitration in Jefferson County, Alabama, pursuant to the rules of the American Arbitration Association.

I expressly waive:

Any right to trial by jury

Any right to participate in a class action, collective action, or representative claim

## **16. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, all remaining provisions shall remain in full force and effect.

## **17. ACKNOWLEDGMENT**

By registering for or participating in this Event, I acknowledge and agree that:

I have carefully read and fully understand this Agreement

I understand I am waiving substantial legal rights

I accept these terms voluntarily and without coercion

My electronic registration constitutes my legal signature and binding agreement to these terms

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## **IMPORTANT**

**Registration and payment for this event serve as your electronic signature and full agreement to this waiver.**