

Waiver of Liability

I, the individual checking the box below, understand and acknowledge for myself and my children (if applicable) that agreement to the each and every of the terms herein is a condition to my and, as applicable, my children's' utilization of the services, surrounding premises, courts and/or other facilities located at Moody Garden Pickleball Courts (the "Pickleball Facilities").

BY CHECKING THE BOX BELOW, I AGREE TO THE TERMS OF PARAGRAPHS 1 THROUGH 6 AS FOLLOWS:

1. I DECLARE AND AFFIRM that I:

- a) am over the age of 18 and am capable of agreeing to the terms of this Waiver of Liability on my own behalf and, as applicable, on behalf of any of my minor children who use the Pickleball Facilities;
- b) have read this entire Waiver of Liability;
- c) understand the Waiver of Liability completely;
- d) agree to be bound by all of the terms of the Waiver of Liability; and
- e) will, before I or any of my minor children use the Pickleball Facilities, (i) inspect the condition and playability of Pickleball Facilities and surfaces to be assured of the safety of the same; and (ii) review and agree to the terms of and abide by posted rules and signs at the Pickleball Facilities and will not use the Pickleball Facilities if I do not so agree;
- f) am, or my child is, as applicable, physically and mentally capable of using the Pickleball Facilities, and have no known health restrictions that might jeopardize my health or safety, or the health or safety of others in using the Pickleball Facilities;
- g) agree to abide by the polices, decorum and other rules of Moody Gardens which may be found on Moodygardens.com as they exist or may be amended in the future.

2. I UNDERSTAND AND ACKNOWLEDGE that my use of the Pickleball Facilities and/or my participation in pickleball-related activities, a) bears certain anticipated and unanticipated inherent risks and dangers, and b) may result in injury or illness including, but not limited to, bodily injury, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, or other ailments that could cause serious disability or death. These risks include, but are not limited to the following:

- a) risks that are inherent in the activities in and use of the Pickleball Facilities;
- b) outdoor conditions, such as heat, dampness, humidity, rain, lightening, or other forces of nature that affect slickness or playability of court surfaces and/or general usage or usability of the Pickleball Facilities;
- c) the acts or omissions or negligence in any degree of Moody Gardens, or any of its partners, agents, or employees (collectively the “Released Parties”).
- d) latent or apparent defects or conditions in the Pickleball Facilities, court surfaces, or equipment supplied by Moody Gardens or other persons or entities;
- e) my own, or as applicable my child’s, physical condition and skill level or acts or omissions; or
- f) negligence or intentional conduct of third-parties or occurrence of any accidents connected with the use of the Pickleball Facilities.

3. I UNDERSTAND AND ACKNOWLEDGE that the above list in 2.(a) through (f) is not complete or exhaustive, and the other risks, known or unknown, identified, or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself or to my property or to other parties and their property

4. ACCEPTANCE OF THE RISK AND RESPONSIBILITY: I VOLUNTARILY UNDERSTAND AND AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME

all such risks and dangers for my own safety as well as the safety of the minors under my care, custody, or control that occur as part of the use of the Pickleball Facilities.

5. RELEASE: I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, discharge, hold harmless, defend and indemnify Moody Gardens, Inc. The Moody Foundation, the City of Galveston, Texas, the Park Board of Trustees of the City of Galveston, Texas and all of their respective present and future officers, directors, trustees, employees, mayors, council members, representatives, agents and partners (collectively, the "Released Parties") from any and all claims demands, actions, or causes of action for bodily injury, property damage, death, or loss of services which may arise out of my use of the Pickleball Facilities and/or participation in pickleball-related activities, whether arising in whole or in part from my negligence, negligence of the Released Parties or any conduct of third-parties. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have now or in the future for the negligent acts or other conduct of Released Parties.

6. ENTIRE AGREEMENT: I ACKNOWLEDGE AND AGREE, that this is the entire agreement between Moody Gardens and me, that it is for the benefit of Moody Gardens and me, that the terms cannot be modified or changed in any way by the representations or statements of any employee or agent of Moody Gardens, or by me, and that no part of the Pickleball Facilities, or related premises or services have been developed, provided by, offered for use or maintained by the City of Galveston, Texas, or the Park Board of Trustees of the City of Galveston, Texas or any of their respective present and future officers, directors, trustees, employees, mayors, council members, representatives, agents and partners.