

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY

In consideration of the HOMEOWNERS OF HYDE PARK AT TULSA HILLS, located at 8450 S. Phoenix Place West, Tulsa, Oklahoma (the "Organization") permitting the individual named below ("I" or "me") to participate in pickleball play and related activities, including but not limited to regular play, pop-ups, and social events (collectively, the "Activities"), and for other good and valuable consideration, I agree to the terms and conditions set forth in this Release of Liability and Waiver of Claims (the "Waiver").

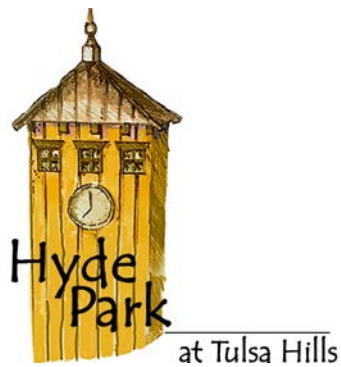
ASSUMPTION OF RISKS

I am aware and understand that the Activities involve many risks, dangers, and hazards, including but not limited to the risk of serious injury, disability, paralysis, death, or property damage. I acknowledge that I am voluntarily participating in the Activities. I freely accept and fully assume any and all of the risks and the possibility of injury, death, or property damage, whether caused by the negligence of the Organization or otherwise.

WAIVER AND RELEASE OF CLAIMS

I hereby expressly waive and release any and all claims which I have or may in the future have against the Homeowners of Hyde Park at Tulsa Hills, its affiliates, and their respective organizers, directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, the "Releasees") on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Organization or any other Releasee, breach of contract, or breach of any statutory or other duty of care.

I covenant not to make or bring any such claim against the Organization or any other Releasee and forever release and discharge the Organization and all other Releasees from liability under such claims.



INDEMNIFICATION

I shall defend, indemnify, and hold harmless the Organization and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from my participation in the Activities.

GENERAL PROVISIONS

This Waiver constitutes the entire agreement between the Organization and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

If any term or provision of this Waiver is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision.

This Waiver is binding on and shall enure to the benefit of me and my heirs, personal representatives, executors, next-of-kin, successors, and assigns, and the Organization and its successors and assigns.

This Waiver shall be governed by and construed in accordance with the laws of the State of Oklahoma and the federal laws of the United States applicable therein. Any claim arising under this Waiver may be brought only in the courts of the State of Oklahoma, and I hereby consent to the exclusive jurisdiction of such courts.



SIGNATURE PAGE

Please print this page and return it to the Collins and Associates Representative in the Clubhouse Main Office at Hyde Park at Tulsa Hills, 8450 S. Phoenix Place West, Tulsa, Oklahoma.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (THE "WAIVER") AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN, SUCCESSORS AND ASSIGNS), INCLUDING THE RIGHT TO SUE THE ORGANIZATION AND THE RELEASEES.

I FURTHER ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AGREED TO, AND RECEIVED A COPY OF THE HYDE PARK AT TULSA HILLS PICKLEBALL POLICIES CONTAINED IN THE 2025 PICKLEBALL MANUAL.

Participant: _____

Address: _____

Phone: _____

Signature: _____

Date: / / 2025

Witness Name (Print): _____ **Witness Signature:** _____

Emergency Contact: _____

FOR MINOR PARTICIPANTS

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

Parent/Legal Guardian Signature: _____

Homeowner Name (Print): _____

Phone: _____

Address: _____

Participants are encouraged to carry their own insurance.