WAIVER & RELEASE OF LIABILITY

READ THIS AGREEMENT CAREFULLY.
THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND COVENANT NOT TO SUE.

1. In consideration for being permitted to participate in and/or attend the **SHINER HQ PICKLEBALL TOURNAMENT** taking place on **NOVEMBER 14, 2026** in **SHINER, TEXAS** (the "**Event**"), and for other valuable consideration, receipt of which is acknowledged, the undersigned agrees to the terms and conditions of this Waiver & Release of Liability (this "**Agreement**").

2. The undersigned assumes and accepts all hazards and risks of personal injury, death, and property damage arising out of or relating to his or her participation in and/or attendance at the Event, whether caused in whole or in part by the Released Parties (as defined below).

3. **THE UNDERSIGNED HEREBY RELEASES AND DISCHARGES SPOETZL BREWERY, INC., THE GAMBRINUS COMPANY, THE OWNERS, OPERATORS, LESSORS, LESSEES, OCCUPANTS, AND MANAGERS OF ANY PROPERTY, PREMISES, OR VENUE USED FOR OR IN CONNECTION WITH THE EVENT, INCLUDING ANY PICKLEBALL COURT(S), AID STATION, WATER OR BEVERAGE STATION, CHECK-IN AREA, PARKING AREA, STAGING AREA, OR POST-EVENT VENUE, ALL EVENT SPONSORS, VOLUNTEERS, EVENT OFFICIALS, CONTRACTORS, VENDORS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, COSTS, AND EXPENSES OF ANY KIND, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THE UNDERSIGNED'S PARTICIPATION IN AND/OR ATTENDANCE AT THE EVENT, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

4. **THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR RELATED TO: (I) THE UNDERSIGNED'S PARTICIPATION IN THE EVENT; (II) THE UNDERSIGNED'S ACTS OR OMISSIONS; (III) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE UNDERSIGNED; OR (IV) ANY CLAIM BROUGHT BY A THIRD PARTY, INCLUDING SPECTATORS OR OTHER PARTICIPANTS, ARISING FROM THE UNDERSIGNED'S PARTICIPATION IN AND/OR ATTENDANCE AT THE EVENT. THIS OBLIGATION INCLUDES THE DUTY TO DEFEND THE RELEASED PARTIES AGAINST ANY SUCH CLAIMS AT THE UNDERSIGNED'S EXPENSE.**

5. **THE FOREGOING RELEASE AND INDEMNIFICATION PROVISIONS ARE INTENDED TO BE INTERPRETED AS BROADLY AS PERMITTED BY APPLICABLE LAW AND TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, LOSSES, COSTS, AND EXPENSES OF EVERY**

KIND, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, CONTINGENT OR NON-CONTINGENT.

6. **THE UNDERSIGNED COVENANTS NOT TO SUE ANY OF THE RELEASED PARTIES FOR ANY CLAIM RELEASED UNDER THIS AGREEMENT AND AGREES NOT TO BRING, PROSECUTE, OR PARTICIPATE IN ANY ACTION OR PROCEEDING ASSERTING ANY SUCH CLAIM.**

7. I know that participation in and/or attendance at a pickleball tournament may involve hazards and risks of injury, illness, death, and property damage. I should not participate in the Event unless I am physically capable of doing so and properly trained. I knowingly and voluntarily assume all risks associated with participation in and/or attendance at this Event, whether known or unknown, foreseeable or unforeseeable, including, but not limited to: falls; contact with participants, spectators, pickleballs, paddles, nets, posts, fencing, vehicles, or equipment; the effects of weather, traffic, and court conditions, including uneven or slippery surfaces, court hazards, debris, weather-related hazards, dehydration, overexertion, heat-related illness, slips, trips, collisions, loss of balance, muscle strains, sprains, and injuries caused by being struck by pickleballs or paddles; and the actions or omissions of participants or spectators; communicable illnesses, infectious diseases, viruses, bacteria, or other health-related risks; negligence of other participants; and any and all other risks typically associated with participation in or attendance at a pickleball tournament. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of Event officials relative to my ability to safely participate in and/or attend the Event. I agree to abide by all Event rules, instructions, and directions given by Event officials, volunteers, medical personnel, and law enforcement personnel. I understand that my participation in and/or attendance at the Event may be terminated if it is deemed unsafe for me or others to continue. If participating in the Event, I certify that I am physically fit, sufficiently trained for participation in this Event, and capable of safely participating.

8. In the event of an illness, injury, or medical emergency arising out of or relating to participation in and/or attendance at the Event, I hereby authorize and give my consent to the Event staff and/or emergency medical personnel to secure from any hospital, clinic and/or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me, including, but not limited to, medical transport, medications, treatment, and hospitalization.

9. I hereby grant permission to the Released Parties to use my name, voice, likeness, and images in any photographs, motion pictures, results, publications, or any other print, videographic, or electronic recording of this Event for legitimate, promotional, advertising, or commercial purposes, in any media now known or hereafter developed, worldwide and in perpetuity, without further approval or compensation.

10. All entry fees are non-refundable and non-transferable. The Released Parties reserve the right to postpone, modify, reschedule, or cancel the Event due to circumstances beyond their reasonable control, including but not limited to weather, natural disasters, public health concerns, governmental orders, emergencies, unsafe court conditions, or any other circumstance that could affect the safety of participants, staff, volunteers, or spectators. No refunds or credits will be issued under such circumstances. The Released Parties further reserve the right to modify the details of the Event, including the Event date, tournament

format, schedule, venue, court assignments, amenities, or start time, without prior notice. I understand and agree that my entry fee is non-refundable and non-transferable.

11. By submitting this entry, I acknowledge that I have carefully read, fully understand, and agree to this Agreement. I acknowledge that I am signing this Agreement freely and voluntarily and intend for it to be a complete and unconditional release and waiver of liability to the fullest extent permitted by law. If the participant or attendee is under 18 years of age, a parent or legal guardian acknowledges and agrees to the foregoing on behalf of the minor participant or attendee. The undersigned parent or legal guardian represents and warrants that he or she is the parent or legal guardian of the minor, has full legal authority to execute this Agreement on the minor's behalf, and consents to the minor's participation in and/or attendance at the Event.

12. This Agreement and any claim, dispute, or controversy arising out of or relating to this Agreement or the Event shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Any legal action or proceeding arising out of or relating to this Agreement or the Event shall be brought exclusively in the state or federal courts located in Bexar County, Texas, and the undersigned hereby consents to the jurisdiction of such courts.

13. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, I acknowledge that I have read, understand, and voluntarily agree to the terms of this Waiver & Release of Liability.

Complete only the section applicable to the participant.

ADULT PARTICIPANTS (18+)	**MINOR PARTICIPANTS (UNDER 18)**
_____	_____
Signature	Parent/Legal Guardian Signature
_____	_____
Printed Name	Parent/Legal Guardian Printed Name
_____	_____
Date	Minor’s Printed Name
	_____
	Minor’s Date of Birth
	_____
	Date