

POLICIES AND RULES

PLEASE READ THESE POLICIES AND RULES CAREFULLY

By voluntarily submitting your information to Pickleball America, you, the Member or Guest, acknowledge that you have read, understand, and agree to these Policies and Rules when you are on the premises of Pickleball America.

You are expected to review, and must comply with, these Policies and Rules at all times. If you violate any of these Policies and Rules, your membership, access, and/or event participation may be suspended or terminated.

Proper Conduct

We strive to uphold a fun, social, safe, and family-oriented environment, and always expect proper and respectful conduct on our premises. All players must conduct themselves in a manner that exhibits good sportsmanship. We do not permit disrespectful conduct toward others, including but not limited to—vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, or other inappropriate conduct or communications. Anyone who commits such behavior will be asked to immediately stop such behavior and/or leave the premises at the discretion of Pickleball America.

Illness, Sickness, Disease, or Infection

If you have any symptoms associated with, or you may have been exposed to a person with a communicable, contagious or otherwise transferrable or transmissible illness, sickness, disease, or infection, or you otherwise pose a health risk to others, on account of such status, you may not engage in, and will immediately remove yourself from, Pickleball America's premises and services.

Proper Attire

Shirts are required to be worn at all times and proper tennis or pickleball shoes must be worn to play pickleball.

Food

You may NOT bring any food, gum, candy or drinks onto the pickleball courts—with the sole exception of water or sports drinks.

Cell Phones and Other Mobile Devices

Cellular phones and other mobile devices may not be used in photographic or video mode in any locker room or rest room. Please use common courtesy when using mobile devices in other areas of the facility.

Injuries

If you are injured while on the premises, please seek immediate assistance from a Pickleball America staff member, who can provide or arrange for appropriate medical assistance and complete an incident report. Pickleball America is not responsible for, nor will be liable for reimbursement of medical costs, including, but not limited to charges a member or guest may incur for emergency response services, ambulance, etc., in the case of a medical event or emergency that occurs in our facility, or, at our events.

Photography and Video

Professional photography on the premises is not allowed without the advance written approval of Pickleball America. Personal photography is only allowed in public areas of the facility. No photography or cameras of any kind are allowed in any locker room or rest room. By your continued use of Pickleball America's premises and services, including participation on the courts, you irrevocably consent to and grant Pickleball America the exclusive, worldwide, perpetual, royalty free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, and repurpose the images for any purpose in any media or form of communication, without additional consent and without compensation, including but not limited to Pickleball America commercial and promotional use on its social media sites.

Pickleball America's Wireless Network

By accessing Pickleball America's wireless network, you agree not to use the wireless network to transmit any material that violates any applicable laws, rules or regulations or to defame, harm or threaten or attempt to harm other persons, businesses or other entities. You also agree not to use our wireless network to transmit any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of Pickleball America or any third party. You agree not to violate the security or integrity of our wireless network or to use our network to violate the security or integrity of any other network. Any such acts may result in the termination of your membership and your ability to access our premises as well as criminal and civil liabilities. Use of this wireless connection is entirely at your risk and Pickleball America disclaims all liability for loss of confidential information or damages resulting from that loss. We make no promises, representations or warranties of any kind concerning the suitability or security of this service and specifically disclaim all warranties of fitness for a particular purpose of security. The wireless service is provided "As Is." You will remain connected to the Pickleball America wireless network until you disconnect. By using the wireless service, you agree to indemnify Pickleball America, its officers, employees and agents against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained arising out of your use of the wireless service and agree that in no event will we be liable for any damages, including but not limited to any direct, indirect, incidental, special or consequential damages arising out of or in connection with your use of, or inability to use, the wireless service. We may block access or terminate the wireless service at any time and for any reason and assume no liability for doing so. We may record information about your usage of our network and may use or disclose such information, when appropriate, to comply with the law or to protect the rights, property, or safety of Pickleball America.

No Weapons

You may not bring, or use, weapons of any kind on the premises of Pickleball America for any reason.

No Drugs

You may not use, smell of, possess, or sell any illegal drug on the premises. You may not use our courts, services or programs while under the influence of illegal drugs. You should not use, or should stop using, any court, service or program if your prescription medication adversely impacts or influences your ability to safely use our courts or participate in our programming.

No Smoking

You may not smoke, chew or use any tobacco, marijuana, or electronic cigarette products on Pickleball America's premises including any outdoor areas (e.g., sidewalks or parking lot), or at Pickleball America events.

Alcohol

You must be of legal drinking age and have valid identification to consume alcohol on the premises of Pickleball America. Alcohol must be consumed responsibly, and you assume all risks associated with your consumption of alcohol. Excessive consumption of alcohol while on our premises will result in your immediate removal from our premises, and may result in the termination of all Pickleball America privileges without a refund of any kind.

Facility Closure or Access Restrictions

We reserve the right to close or restrict access, without advance notice, to any area of, or the entire premises of Pickleball America, for any reason, including but not limited to closures or restrictions related to construction, remodeling, repair, or maintenance (whether planned or unplanned) or for health or safety reasons, including but not limited to weather, natural disasters, power outages, and medical issues. Updates on any such closures can be found on www.pickleballamerica.us.

Property Damage, Theft, Loss, etc.

Pickleball America and its employees and agents shall not be liable for any damage to property of its members or guests by theft or otherwise.

Animals

You may not bring any animal on the premises unless it is a service animal performing its duties in the care of a person who requires its assistance or is an on-duty law enforcement animal (“exempt animals”). All exempt animals must be licensed, vaccinated and have identification tags (where applicable); must remain leashed or caged, and under a responsible person’s control at all times; and must be removed immediately if it causes a disturbance, interrupts others or poses a health or safety risk to those who are exposed to it. The animal’s owner must promptly remove animal waste and is liable for any damage caused by the animal.

Damage to Pickleball America facility

You may not damage the Pickleball America facility in any way, including but not limited to any damage to, or theft of, towels, supplies, or other facility property. If you or your child/ward damages the center, you are liable and must pay for the damage caused, and your Pickleball America privileges may be terminated.

Court Reservations

You must reserve pickleball courts in advance via our website, www.pickleballamerica.us or through Court Reserve, www.courtreserve.com. You may reserve a specific court or courts (that are not already booked) up to 14 days in advance as a Member, or up to 3 days in advance as a Guest. All courts are deemed equal. Patrons may reserve and/or request specific court numbers, but with no guarantee. Court assignments are subject to change as Pickleball America deems necessary.

Gift cards are non-refundable.

Cancellation Policy

All cancellations must be made at least 24 hours in advance by going to courtreserve.com or accessing the Court Reserve app. We will not credit your account for any reason unless cancelled at least 24 hours in advance. There are no make-ups for missed clinics or sessions. Pickleball America reserves the right to cancel a class or clinic due to insufficient registration prior to the first class of the session. Appropriate credits will be made to your Pickleball

America account balance, regardless of your method of payment. Credits have no expiration date.

Borrowing Paddles and Balls

Pickleball America will lend a player a demo paddle based on availability for \$5.00 per paddle. The player must also leave their license, keys or phone, which will be returned when the loaned paddle is given back in no worse condition other than ordinary wear and tear. Balls are available for purchase only.

Music

Music may only be played by Pickleball America. The use of, and choice of, music played by Pickleball America is at the sole discretion of the Pickleball America staff and employees.

Complaints and Protests

All complaints must be made in writing addressed to the General Manager (GM) and signed by the person making the complaint. The GM shall review all complaints and protests, and will make a decision, which shall be final and binding to everyone concerned.

Disciplinary Procedures

Should the conduct of any member, guest, or visitor give concern to a Pickleball America staff member, either by observation or by intimation, Pickleball America may take whatever action it deems fit to rectify the situation in terms of suspension or expulsion from Pickleball America, without the return of any monies already paid to Pickleball America. The decision of management shall be final and Pickleball America shall not be liable for any such decision.