



## WAIVER OF LIABILITY

The health and safety of our Members and Guests is our highest priority. While our Policies and Rules are designed to protect you, Pickleball America cannot remove all risk, or otherwise guarantee or promise that you will not sustain any injuries or damages associated with your use of Pickleball America's pickleball courts, equipment, services, activities, products, facilities, or premises.

This Agreement waives the liability of Pickleball America, LLC, dba "Pickleball America," for injury sustained, and/or damages incurred, from the use of any services and/or facilities at Pickleball America, included but not limited to the pickleball courts.

### **PLEASE READ CAREFULLY AND SIGN BELOW.**

**1. I, the Individual signing below, wish for myself and my children (if applicable) to utilize the services and facilities at Pickleball America, included but not limited to the pickleball courts. I declare and affirm that I (and my children, if applicable) am physically and mentally capable of using the services and facilities at Pickleball America, and have no known health restrictions that might jeopardize my health or safety, or the health or safety of others. I further agree to abide by the Policies and Rules of Pickleball America, which may be found on [www.pickleballamerica.us](http://www.pickleballamerica.us), as they now exist or may be amended at the discretion of Pickleball America.**

**2. I have inspected the particular pickleball court(s) on which I will be playing, and I am fully aware of the location of all physical structures and barriers adjacent to, and in relation to, said court(s), including but not limited to the walls, windows, furniture, structural columns, the netting around the courts together with the poles that hold such netting, and the posts and nets on the court itself. I understand that these physical structures and barriers may pose risks of injury or damage. I also understand that there are inherent risks of injury or damage by using Pickleball America's pickleball courts, equipment, services, activities, products and premises, including but not limited to slips, trips, collisions, falls, and loss of footing or balance (including "slip and falls"). I further understand that any injuries sustained, or damages incurred, may include, but are not limited to, death, paralysis, brain damage, heart attacks, strokes, disfigurement, dehydration, concussions, torn or damaged muscles or ligaments, broken bones, burns, sprains, bruises, scrapes, aggravation of pre-existing injuries or medical conditions, pain and suffering, loss of consortium, emotional distress, lost wages or earning capacity, lost, stolen or damaged property or information, and any other injury or damage.**

Initials: \_\_\_\_\_

3. I fully understand, and voluntarily and willingly assume, the risks of injury and/or damage, and I hereby agree that the use of the services and facilities at Pickleball America, including but not limited to the pickleball courts, is at my own risk (and, if applicable, my children's own risk). As a condition of my use (and my children's use) of such services and facilities, including but not limited to the pickleball courts, I, on behalf of myself, my heirs and assigns and, if applicable, on behalf of my children (and my children's heirs and assigns) expressly agree to forever discharge, waive and release Pickleball America, LLC, its owners, directors, management, staff, servants, agents, employees, sponsors, and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, liabilities, actions, and causes of action, whether known or unknown, including but not limited to those arising out of all acts of active or passive negligence on the part of Pickleball America, LLC, and its owners, directors, management, staff, servants, agents, employees, sponsors, and/or independent contractors and their heirs, successors and assigns on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself (or my children) resulting from, or connected with, or caused by, the use of the services and facilities at Pickleball America, including but not limited to the pickleball courts.

4. I understand that claims of active or passive negligence include, but are not limited to, negligent design, construction, repair, maintenance, operation, supervision or provision; negligent failure to warn of or remove hazardous, unsafe, dangerous, or defective condition; negligent failure to keep premises in a reasonably safe condition; negligent provision of or failure to provide emergency care; negligent hiring, training, supervision, or retention of employees, independent contractors or volunteers; negligent collection, use, disclosure, or storage of personal, sensitive or other information (including negligent failure to implement or maintain information security controls).

5. On behalf of myself, my spouse/partner, my children, parents, guardians, heirs, and assigns, I further agree to defend, indemnify and hold harmless Pickleball America, LLC, and its owners, directors, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns, to the fullest extent permitted by law, from any and all claims, losses and liabilities arising from, connected to, and/or arising from, my use, and/or my children's use, of the services and facilities at Pickleball America, included but not limited to the pickleball courts.

6. I have read and understand the language contained herein, and acknowledge my consent to the terms of this Waiver of Liability and Release for myself and, if applicable, my children.

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**PRINT NAME**

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**SIGNATURE**

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**DATE**