

📠 Fairport Pickleball Company

✉ info@fairportpickleballclub.com

📍 75 N. Main Street

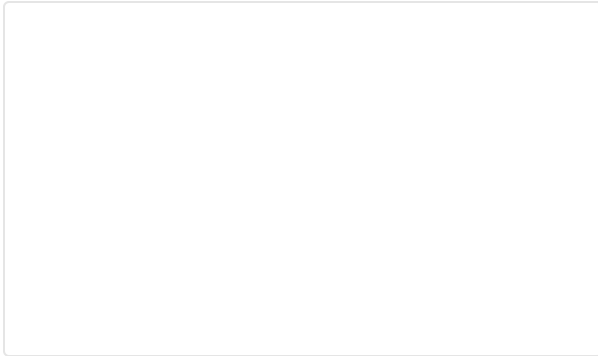
Liability Waiver

Required signature for anyone using the facility.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK The individual named below (referred to as "I" or "me") desires to participate in pickleball (the "Activity") provided by Fairport Pickleball Club, LLC, a New York limited liability company (the "Company"). In exchange for being allowed to participate in the Activity and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms: I AM AWARE AND UNDERSTAND THAT PARTICIPATING IN THE ACTIVITY INVOLVES INHERENT RISKS, DANGERS, AND HAZARDS, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, BODILY INJURY, DISEASE, DISABILITY, FINANCIAL LOSS, AND/OR DEATH.. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I KNOWINGLY AND FREELY ASSUME ALL RISKS, KNOWN AND UNKOWN, ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY,, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE. I, for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree, to the fullest extent permitted by law, to forever waive any claims against, completely release and hold harmless the Company, and its officers, directors, managers, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), arising out of or attributable to the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term of this agreement conflicts with any written agreement between the parties, this Agreement shall govern. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or

unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Monroe County, New York and I hereby consent to the exclusive jurisdiction of such courts. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

eSignature



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