

## **ASSUMPTION OF RISK / WAIVER OF LIABILITY RELEASE / INDEMNIFICATION AGREEMENT**

What you are about to read and are requested to sign is a waiver and release of liability.

In enrolling or playing at Preston Playhouse, the participant understands that attending the programs and using Preston Playhouse and the facilities does so at his/her own risk. Preston Playhouse and its owners, employees or agents, shall not be liable for any damage whatsoever arising from any personal injury or property loss sustained by a participant with his/her family in or about any programs on the premises. Participants assume full responsibility for all injuries and damages which occur in or about any programs on/in/around the premises, He/She does hereby fully and forever Release, discharge, and hold harmless Preston Playhouse, all associated facilities and its owners, employees, and agents from any and all claims, demands, damages or rights of action, present or future resulting from any person's participation in any programs or use of the facility. In addition, he/she agrees to follow the rules of conduct and play set by Preston Playhouse. Failure to do so may result in suspension from participation and/or membership.

**Consent:** I understand that Preston Playhouse is furnishing only the opportunity to use indoor athletic courts, swimming pool, and facility and hereby agree to release, indemnify and hold harmless Preston Playhouse and all personnel, including, but not limited to, officials, staff, representatives and owners from any claim arising out of any injury, permanent injury or death to myself. I understand the rules of pickleball and padel and the facility, the playing surfaces, the different and unique playing characteristics of the courts. I will play under control, within the rules of the game and to the best of my ability will avoid causing injury to myself and other persons using the facility. I grant Preston Playhouse the right to digitally videotape and/or photograph my participation in activities and to use the pictures in future brochures, social media, as well as through the associated web sites. I, in the event that I am injured, do hereby authorize treatment and/or care in ANY hospital and by ANY licensed medical doctor or dentist.

By clicking the "checking to agree to the above site terms of use" box, I am agreeing to conduct business electronically with Preston Playhouse. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature, this agreement satisfies that requirement.