

[Sign up](#)

RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, 24HourPickleball.com, LLC, a South Carolina limited liability company ("24HourPickleball.com") and 4590AR, LLC, a South Carolina limited liability company ("4590AR, LLC") (individually and collectively, the "Company") is the operator and owner of the real property of the Pickleball Facility designed for the purposes of engaging in the sporting activity of Pickleball and other activities relating to the facility ("Activity") and is willing to permit the individuals (the "Invitees") signing this Agreement to participate in the Activity, upon the terms and conditions of this Agreement. All or some of the Activity may take place on the Company's premises or property (the "Premises") located at 4590 Augusta Rd. Lexington, SC 29073. The Company and Invitees may be collectively referred to as (the "Parties").

In consideration for being provided the ability to participate in the Activity and enter the Premises, each person signing below hereby stipulates and agrees:

1. Use of Premises for Activity Only.

I understand and agree that I may only use the Premises for the Activity set forth in this Release and Waiver of Liability agreement as set forth in my Membership Agreement. I further agree that I am responsible for the proper use and care of the Premises and any of Company's property thereon, and that I will be liable for the replacement cost of any Company property/equipment which is damaged, destroyed or lost. I also agree to clean up and restore the Premises after I am done using the Premises as permitted in this agreement and to restore the Premises to the same condition in which it was provided to me. I understand that the Premises by be not have supervisory personnel onsite and is monitored by video

and audio technologies. Copies of recordings may be provided to local and federal law enforcement and/ or other third parties for investigative purposes. Your entry and presence on the Premises constitutes your consent to be photographed, filmed, and/or recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of your appearance, voice, and name for any purpose whatsoever in perpetuity in connection with the Activity and Company and its initiatives, including by way of example only, use on website, in social media, news and advertising. By entering the Premises, you waive and release any claims you may have related to the use of recorded media of you in the Activity, including, without limitation, any right to inspect or approve the phot, video or audio recording of you, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement or any fees for use of such record media.

2. Assumption of Risk.

I understand and acknowledge that the Activity I want to participate in may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the Activity may not be supervised and that the Company does not provide medical services. I further acknowledge that any injury I may sustain while participating in the Activity may be compounded by negligent or delayed medical service or negligent or delayed assistance by the Company. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE PREMISES AND PARTICPATION IN ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE COMPANY.

3. Release from Liability.

I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Company and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes

of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises and participation in the Activity, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability for a Potentially Dangerous Activity is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises or participating in the Activity.

4. Covenant Not to Sue.

I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises or while participating in the Activity.

5. Indemnification.

I hereby agree to defend, indemnify and hold harmless Company and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Premises or participation in any Activities on the Premises.

6. Medical Treatment Release.

I hereby authorize the Company to secure, and I consent to, any medical treatment that may be given to me should the Company determine, in its sole discretion, that I need medical care, as a result of my being on the Premises or from participating in the Activity. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.

7. Responsibility for Personal Property.

I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises or that I use during the Activity, and that the Company will not be responsible for or provide any security for my property and personal belongings.

8. No Representations by Company.

I acknowledge that Company makes no representation as to the condition of the Premises or the safety of the Activity or any equipment either on the Premises or used in the Activity. I accept and shall use the Premises, and its equipment, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company's employees, agents, sponsors, or representatives regarding this agreement or the Premises or Activity, except to the extent such representations are expressly set forth in this agreement.

9. Governing Law and Venue.

This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of South Carolina, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Lexington County, South Carolina.

10. Waiver.

No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

11. Survival.

Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall

survive such termination and shall continue to be effective and enforceable.

12. Compliance with Laws.

In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

13. Severability.

If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

14. Entire Agreement; Modification; Binding Effect.

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS ON MINE, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

You further understand and agree that clicking or pressing on the "Sign and Continue" when signing is the electronic equivalent of a written signature on this document.

Name

Email

Age

If the person named above is under 18 years of age, the following fields are required:

Parent / Guardian Name

Relationship to Signer

Parent / Guardian Email

I understand the submission of this form is the electronic equivalent of a written signature on this document.

Sign and Continue

(803) 886-0188

[Terms](#) [Privacy](#)

© 2024 24HourPickleball.com, LLC.

All Rights Reserved.