

Liability Waiver

1. RELEASE OF LIABILITY.

(a) The Member acknowledges that participation pickleball activities involves intense, stressful and strenuous exercise and physical contact, which carry with them a high degree of risk and can result in serious physical or emotional injury, including, but not limited to, paralysis, death, bruises, bloody noses, unconsciousness, soft tissue damage, broken bones, heart attacks and other cardiovascular injury, and other serious damage to person or property. The Member further acknowledges that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

(b) The Member confirms that the Member has been made aware of the above risks as well as other risks associated with participating in pickleball activities including instruction and other Club run activities, and that member is hereby assuming such risks voluntarily.

(c) The Member hereby releases and agrees to indemnify and hold the Club and its officers, directors, managers, members, partners, employees and agents and their respective affiliates harmless from any and all claims and liabilities of any kind or nature arising out of, or related to, member's participation in pickleball activities, including classes and curriculum, including, but not limited to, any claims based on the Club's negligence.

(d) The Member certifies that the Member has, and at all times during the term will have, adequate insurance to cover any injury or damage suffered as a result of attending Club classes or participating in pickleball activities. Alternatively, Member certifies that the Member has, and during the term will continue to have, the means to self insure against such injury or damage. The Member further certifies that the Member has no medical condition which could interfere with the Member's safe participation in Club classes or pickleball.

2. Counterparts; Facsimile Signatures: This Agreement may be executed in one or more counterparts and delivered by facsimile signature, each of which shall be considered an original and all of which, together, shall be deemed one and the same agreement.

3. Entire Agreement: This Agreement constitutes the entire agreement between the Member and Club with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings with respect thereto, whether oral or written.

4. Severability: In the event that any provision of this Agreement or the application thereof, becomes or is declared to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect. The parties further agree to replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

5. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the New York State & Monroe County without regard to principles of conflicts of law.

6. Assignment. The Member may not assign this Agreement or any of Member's rights, interests, or obligations hereunder, without the prior consent of the Club. Club may assign this Agreement and/or its rights and obligations hereunder in its sole discretion.

7. Amendments/Waivers. This Agreement may not be amended except in a writing signed by the parties. Any term of this Agreement or the performance thereof may only be waived in writing by the party entitled to the benefit or performance of such term; provided, that this provision shall not be construed as permitting Member to waive those provisions of applicable law that are not permitted to be waived under applicable law.

8. Successors and Assigns. The terms and conditions of this Agreement shall insure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under, or by reason of, this Agreement, except as expressly provided in this Agreement.

9. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10. Attorneys' Fees; Cost of Collection. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to reimbursement of its costs and expenses, including, but not limited to, attorneys' fees and costs of enforcement. In addition, in the event Member does not pay any amount payable hereunder when due, Member shall pay any and all collection costs, including, but not limited to, reasonable attorneys' fees and costs, incurred by the Club.

By Member's signature below, Member acknowledges that Member has received a copy of this Agreement and has read and understands the terms and conditions of this Agreement and agrees to be bound by such terms and conditions.

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, EXCLUDING HOLIDAYS. TO CANCEL THIS AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED NOTICE, OR SEND A TELEGRAM WHICH STATES THAT YOU, THE BUYER, ARE CANCELING THIS AGREEMENT, OR WORDS OF SIMILAR EFFECT. THE NOTICE SHALL BE SENT TO:

75 N. Main Street, Fairport, NY 14450, info@fairportpickleballclub.com