

WAIVER, ASSUMPTION OF RISK, AND IMAGE/MEDIA RELEASE

Goodbounce (hereinafter, “Company”) has invited you (hereinafter, “Guests”) to attend Goodbounce (hereinafter, “Event”). It is your responsibility to ensure that each attendee is medically fit to participate in the Event. Participation in Pickleball/Padel, and other related activities present an inherent risk of injury to person or property. As such, you certify that you have no known conditions that prohibit or limit participation in any activities held by or in association with the Event. Additionally, you confirm that you have primary medical insurance in place to cover any expenses related to any potential injury that may arise from your participation in the Event.

Indemnification and Assumption of Risk: In consideration of being allowed to participate in the Event, the Guests acknowledges, appreciates, and agrees that:

1. Guests understand that the risk of injuries from the activities involved in participating in the Event are significant, including the potential for permanent paralysis and death, and while particular rules and personal discipline may reduce this risk, the risk of serious injury remains.
2. GUESTS FULLY ASSUME THESE RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, as acceptable to me and I agree to use my best judgment in undertaking these activities and assume full responsibility for my participation.
3. Guests willingly agree to comply with the stated and customary terms and conditions for participating in the events that make up the Event. If, however, Guests observe any unusual hazard during Guest’s presence or participation, Guests will remove himself or herself from participation and bring such to the attention of the nearest Company employee immediately.

IMPORTANT READ THIS. YOU ARE WAIVING CERTAIN RIGHTS.

4. Guests, for himself/herself and on behalf of his/her heirs, assigns, personal representatives and next of kin, hereby AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, its insurers, agents, members, officers, employees, contractors, parents, subsidiaries and affiliates, and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by and through, under or in concert with any of them (“RELEASEES”) from any liability or damages, including without limitation liability WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or damage to person or property, including loss of income, WHETHER ARISING OR RESULTING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, which may arise by reason of my participating in the Event. Guest agrees that Guest will not bring any action or claim against the RELEASEES for any reason associated with Guest’s participation in the Event.

Image/Media Release: As guests of the Event, Guests acknowledge that participation at the Event may be recorded (whether by audiovisual and/or photographic means) (the “Materials”). Guests also hereby releases, waives, discharges, and covenants not to sue RELEASEES from and against any and all liability in any manner connected with the use and exercise of the rights granted and/or arising out of or related to the use or reuse of Guest’s appearance, name, voice, image, and likeness as they may appear in the Materials (including without limitation, claims based upon harm to reputation, disparagement, invasion of privacy and/or publicity) in connection with the Materials or Event. Guests hereby authorize Company to use the Materials for any purpose whatsoever, including but not limited to in connection with the Event, any other production, the advertising, promotion and/or merchandising of the same, online on websites and Company’s social media channels (including but not limited to those posted in real time on Company’s social media channels), and further acknowledges that such recordings may be exploited in any and all media now known or hereafter devised, throughout the world, in perpetuity. Guests understand that Guests shall not be entitled to any compensation in connection therewith. Guests acknowledge and agree that other Event guests may use their cell phones, cameras, or other devices to record Guests at the Event for posting to their social media channels or for private use and that these actions are inevitable and not controllable by the Company. Guests agree to not hold the Company liable for any such actions should they occur.

I HAVE READ THIS WAIVER, ASSUMPTION OF RISK, AND IMAGE/MEDIA RELEASE, AND I ACCEPT RESPONSIBILITY ON BEHALF OF ALL PARTICIPANTS IN ANY AND ALL EVENTS AT GOODBOUNCE PICKLEBALL YARD. I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACKNOWLEDGING IT, AND I ACKNOWLEDGE IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Parent’s Name _____

Parent’s Signature _____

Child’s Name _____

Date _____