

## **TERMS OF USE AND RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**PLEASE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND THE DOCUMENT AND ALL OF ITS TERMS BEFORE SIGNING OR OTHERWISE AFFIRMING YOUR AGREEMENT TO THIS TERMS OF USE AND RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT.**

**THIS IS A BINDING LEGAL AGREEMENT AND BY SIGNING IT OR OTHERWISE ASSENTING TO THE AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS.**

This Terms of Use and Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (“**Agreement**”) is between you (whether a Member or Guest) (“**you**,” “**your**,” “**Member**,” or “**Guest**”) and SJNC Enterprises, LLC an independently-owned licensed operator (“**Operator**,” “**our**,” “**we**,” or “**us**”). The terms “**Operator**,” “**our**,” “**we**,” and “**us**” include SJNC Enterprises, LLC and all of its parents, subsidiaries, franchisors, licensors, directors, officers, members, managers, board members, employees, contractors, investors, consultants, agents, volunteers, servants, insurers, attorneys, successors, assigns, representatives, spouses, executors, personal representatives, and heirs. The terms “**you**,” “**your**,” “**Member**,” or “**Guest**” include all of your spouses or partners, children or other minors for whom you are legally responsible and/or for whom you are authorized to provide consent, heirs, personal representatives, beneficiaries, and assigns.

This Agreement is entered into by you in consideration of being permitted to become a Member at this franchised Pickleball Kingdom pickleball club and/or being permitted to participate in any way (whether as a Member, Guest, or otherwise) and at any date or time in the Activities and use of the Operator’s Premises, including all facilities, products, services, and equipment.

The “**Premises**” include, but are not limited to, Operator’s centers, facilities, courts, buildings, lobby, mezzanine, cafes, locker rooms, party rooms, restrooms, showers, storage areas, hallways, and all other indoor areas, as well as all outdoor areas, including without limitation, parking lots, courtyards, entryways, and sidewalks.

The “**Activities**” include, but are not limited to, all pickleball or other games, matches, tournaments, leagues, clubs, camps, classes, clinics, programs, sessions, corporate events, non-profit events, special events, athletic events, parties, amenities, benefits, observation, and any other products, equipment, services, events, or activities sponsored, endorsed, provided, or operated by Operator.

**BY SIGNING BELOW OR WHEN CLICKING THE APPLICABLE BOX ON THE MEMBER APPLICATION AND/OR GUEST OR EVENT REGISTRATION, YOU ACKNOWLEDGE AND EXPRESSLY AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THIS AGREEMENT AND ALL OF ITS TERMS.**

By your signature (handwritten or electronic) and/or click to assent to this Agreement, you further acknowledge and agree that you have read, understood, and agree to our [Privacy Policy](#) available at: [www.pickleballkingdom.com](http://www.pickleballkingdom.com), which includes your express permission to contact you by email and telephone and send you prerecorded messages and text/SMS messages using automated technology to the telephone number(s) you have provided unless you choose to opt-out of receiving such communications in the manner described in the Privacy Policy.

All policies, procedures, rules, and regulations (“**Rules**”) that we may implement from time to time, including those contained in this Agreement or published elsewhere, are designed to provide for the safe, enjoyable, and healthy use of our Premises and Activities by you, our Members, and Guests. This Agreement and all of the terms herein apply to your conduct when on the Premises, when participating in any Activities, and when using any of Operator’s facilities, products, services, or equipment.

As a Member or Guest of this franchised Pickleball Kingdom pickleball club, you are responsible and expected to review and comply with all of our Rules and this Agreement at all times. The most recent version of this Agreement is available at: [www.pickleballkingdom.com](http://www.pickleballkingdom.com). You may also request a paper copy of this Agreement. Other Rules may be published elsewhere on the Premises or otherwise provided to you.

We may amend the terms of this Agreement, including relating to our Rules or terms of use, at any time and without your prior knowledge or consent and your subsequent continuation of membership or your use of the Premises or participation in any Activities will signify your consent to such amendments (except that any amendments to the terms of the Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement portions of this Agreement will require your signature (handwritten or electronic), click, or other evidence of express assent).

**CONSEQUENCES OF VIOLATING AGREEMENT:** If you violate any of the terms of this Agreement, or any of our Rules (including without limitation the below Code of Conduct), your membership, access to the Premises, participation in any Activities, or use of our facilities, products, services, or equipment, may be immediately suspended or permanently terminated at our sole and absolute discretion without refund to you of any fees, registration, or other amounts paid.

**COURT RESERVATIONS:** Court reservations, including dates and times, are first come first served, are based upon availability, and are not guaranteed. In certain cases, we may need to modify, limit, cancel, or suspend all reservations and reservation times for special events such as tournaments, corporate events, or other events or activities to be held by Operator. We are not required to provide you any advance notice of such cancellations, but we will do our best to provide notice of the need for such block out periods or cancellations reasonably in advance of those dates and times.

**CANCELLATION POLICY, REFUNDS, CHANGING and PAUSING AN ACCOUNT:**

- **For monthly membership payments, you must notify us of your cancellation or pausing request no less than 30 days before the next recurring billing date to avoid another payment. No refunds of any partial month payments will be given upon the notice of cancellation of monthly recurring membership payments. This cancellation notice needs to be given in person at the club. If a member is injured or out of state, then an email needs to be sent to the manager of the club with a copy of the member’s drivers license or state ID.**
- **For annual membership payments, you must notify us of your cancellation request within 7 days after the date on which you signed up for your membership in order to obtain a full refund of the annual payment amount. After 7 days have expired, no refund will be given for any amount of the annual payment if you cancel your membership. This cancellation notice needs to be given in person at the club. If a member is**

**injured or out of state, then an email needs to be sent to the manager of the club with a copy of the member's drivers license or state ID.**

- **Any membership account can be paused once per 12 months. Member needs to contact the Operator's manager in writing to have their membership paused or restarted. There is an administrative fee of \$30 to pause the membership and a recurring monthly charge of \$15 while membership is paused. The pausing date needs to be no less than 72 hours before the billing date or the funds will be pulled.**
- **When restarting a monthly membership after pausing it, the Member is subject to the current price of the membership and not what it was when the membership was paused. If the club's capacity membership number has been hit, then the membership will be placed on the waiting list until a spot opens up for it to be reinstated into. There is no guarantee of when that reinstatement will be.**
- **When a member would like to downgrade a membership, it will take effect on the next billing cycle. Email a member of the management to request the change.**

#### **CODE OF CONDUCT:**

As consideration for permission to use the Premises, to participate in Activities at this franchised Pickleball Kingdom pickleball club, and to use any of Operator's facilities, services, products or equipment, I agree to the following:

- I will not engage in unsportsmanlike conduct or encourage others to do so.
- I will not engage in any behavior that would endanger the health, safety, or wellbeing of others.
- I will not engage in the use of obscene language or gestures.
- I will not use Operator's records or the "Pickleball Kingdom" name, logos, trademarks, or materials for personal gain.
- I will treat others with respect.
- I will exhibit fairness and honesty in my dealings with others.
- I will follow all rules, policies, procedures, and requirements established by Operator.
- I will accept responsibility for my own actions.
- I will exemplify the highest standard in ethical behavior and fair play.
- I will properly supervise my children and any other minors who I bring to the Premises or who participate in any Activities with me or under my supervision.
- I will engage in conduct that is free from fear, discrimination, abuse, and harassment.
- I will not give private lessons to anyone at Operator's Premises for a fee without the express written consent from Operator's management.
- I will not attempt to entice anyone at this franchised Pickleball Kingdom pickleball club to pay me a fee for private lessons on other courts.

I understand and agree that my violation of this Code of Conduct, or other violations of this Agreement or any of our Rules, or any other harmful or otherwise unacceptable behavior may, in our at our sole and absolute discretion, result in the immediate suspension or termination of my membership, my access to the Premises, my participation in any Activities or use of facilities, products, services, or equipment, or my removal from the Premises without refund of any fees, registration, or other amounts paid.

**MEDIA RELEASE:** I hereby consent to the use, re-use, publication, and re-publication in whole or in part by Operator, and those acting with permission and authority of Operator, of all photographs, videos, audio, or other images or recordings taken of me alone or with others, at the Premises, involved in any Activities, or using any of Operator's facilities, products, services, or equipment, individually or in conjunction with other photographs, videos, audio or other images and recordings, in any and all media including on the Internet, television or print, without limitation, including for promotion, solicitation, advertising, or trade.

I am fully aware that my likeness may appear in materials available to the general public and grant to Operator the irrevocable and unrestricted right and permission to copy/reproduce and distribute my likeness by means of various media, including, but not limited to, video presentations, television broadcast/rebroadcast, radio transmission/retransmission, news releases, mailings, emails, billboards, signs, brochures, websites or other electronic/digital delivery, social media, Internet, publication, display or promotions or any and all other media and I further understand that my likeness may be subject to reasonable modification or editing.

I hereby release and discharge Operator from any and all claims, demands, suits or actions of any kind or nature arising out of or in connection with the use of such photographs, videos, audio, or other images or recordings, including without limitation, any and all claims for libel, invasion of privacy, or any other request for compensation. I also hereby waive any right to inspect or approve the finished images or other content, including advertising copy, printed or digital/electronic matter, in which they may be used.

I understand that all images in which I participate, including film, photographic prints, digital files, or video are the exclusive property of Operator and I grant to Operator the unrestricted right to copyright, publish, and re-publish the images. I relinquish and give Operator all rights, title, and interest in and to my likeness, including any copyright therein, and Operator has the unrestricted right to edit and modify the images. I further assign and agree to assign any such interest I may own or control to Operator.

This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, assigns, officers, directors, members, managers, and employees of Operator.

This authorization and release applies to myself as well as expressly applies to any of my children or other minors for whom I am responsible and/or for whom I am authorized to act and to provide consent and who I have brought to or otherwise authorized to use the Premises, participate in any Activities, or use any of Operator's facilities, products, services, or equipment. This authorization and release is equally binding upon me and my heirs, legal and personal representatives, and assigns.

**COMMUNICATIONS:** Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular telephone number, and e-mail address provided to Operator are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Operator, including its agents and affiliates, may contact Member at any mailing address, phone number or e-mail address provided by Member to Operator. I understand that I may receive information, promotions, appointment reminders & alerts from Operator via SMS (short message service) text messages. I understand this program is completely voluntary and that text messaging rates & fees may apply as determined by my cellular provider. Operator is in no way responsible for any fees charged to me by my cellular provider. If at any time I wish to discontinue receiving text messages from Operator I can reply STOP to any message. The Member agrees and acknowledges that he/she has carefully read this waiver and release, and fully understands it is a release of liability.

**HEALTH AND SAFETY:** The health and safety of our Members and Guests is our highest priority. Although our Rules are designed to help protect you, Operator cannot remove all risk or otherwise guarantee or promise that you will not sustain any injuries or damages from any physical or mental/emotional injuries, viruses, infectious diseases, illnesses, infections, or other health hazards associated with your use of the Premises, participation in any Activities, or use of any facilities, products, services, or equipment provided, endorsed, sponsored, or operated at the Premises or during any Activities.

I understand and agree that I must use proper clothing and equipment in Activities and while on the Premises. I take personal responsibility for myself and/or my children or other minors for whom I am responsible to ensure properly fitting clothing, footwear, hydration, nourishment, and equipment use in my use of the Premises and participation in the Activities.

**ASSUMPTION OF RISKS:** In consideration of being permitted to become a Member at this franchised Pickleball Kingdom pickleball club and/or to use the Premises, to participate in any Activities, and/or to otherwise use the Operator's facilities, products, services, or equipment, with full knowledge and awareness of the potential risks, **I, on behalf of myself and my children or other minors for whom I am responsible and/or for whom I am authorized to act and provide consent, understand, acknowledge and agree each of the following:**

- Although Operator has taken reasonable steps to provide appropriate facilities and/or equipment to undertake the Activities specific to the Premises, including but not limited to, pickleball, activities, events, classes, clinics, tournaments, league play, special events, parties, observation, and all other uses of the Premises, facilities, products, services, or equipment, and participation in the Activities, there are certain risks that are inherent that may not or cannot be completely eliminated.
- The Premises and Activities offered by Operator, including use of the Premises, participation in Activities, or use of the facilities, services, equipment or products provided, endorsed, sponsored, or operated at the Premises or during any Activities, may be physically and mentally demanding, dangerous, and involve risks of injury, damage, illness, disease, and/or death.
- I hereby assert that participation in any and all Activities at this franchised Pickleball Kingdom pickleball club is voluntary and that with full awareness and knowledge of the risks, I knowingly assume all such risks for myself and on behalf of any children or other minors for whom I am responsible and/or for whom I am authorized to act and provide consent.
- The dangers, hazards, and risks of injury, damage, illness, or disease at the Premises, participating in the Activities, or using the Operator's facilities or equipment include, but are not limited to: (a) pickleball courts, lobby, entryways, sidewalks, hallways, showers, locker rooms, and restrooms, storage areas, parking lots, mezzanine, cafes, food vendors, and any other areas in or outside of the Premises; (b) slips, trips, collisions, falls, and loss of footing or balance, including "slip and falls"; (c) equipment or building failure, malfunction, or misuse by you or others; (d) property or information theft, misuse, or damage, including from vehicles, equipment, lockers, other common areas, files, or systems; and (e) other accidents or incidents that may result in injury, damage, illness, or disease to me, my children or other minors for whom I am responsible and/or for whom I am authorized to act and provide consent, or other Members, Guests, persons or entities (collectively, "**Risks**").

- Injuries or damages may include, but are not limited to: (a) major or minor personal, physical, bodily, emotional, mental, economic, property, or other types of injuries or damages to you, your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, or other Members, Guests, persons, or entities; (b) death, paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments/tendons, joint problems, or injuries, broken bones, allergic reactions, burns, sprains, bruises, and/or scrapes; (c) aggravation of pre-existing injuries, damages, illnesses, diseases, or medical conditions; (d) sickness, food poisoning or other food-borne or food-related illnesses or allergic reactions, choking hazards, injury, hospitalization, need to quarantine, or exposure to any communicable diseases or illnesses, including without limitation, COVID-19, influenza, common cold or other coronaviruses, MRSA, viruses, bacterial infections, or other communicable diseases or illnesses; (e) pain and suffering; (f) loss of consortium, love, affection, comfort, companionship, or care; (g) emotional distress, embarrassment, humiliation or shock; (h) lost wages or lost earning capacity; (i) medical expenses; (j) lost, stolen, misused, or damaged property or information; and any other disability, impairment, incapacity, injury, loss, or damage (collectively, “**Injuries**”).
- You or your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent may be exposed to and, with full knowledge and awareness of the potential risks, agree to assume the risks incurred by participation in Activities and use of the Premises of sickness, injury, or illness to yourself or others such as, but not limited to, transmission or infection with any communicable diseases or illnesses, including without limitation, COVID-19, influenza, common cold or other coronaviruses, MRSA, viruses, food poisoning or other food-borne or food-related illnesses or allergic reactions, choking hazards, bacterial infections, or other communicable diseases or illnesses, quarantine, hospitalization, injury, or death.
- Risks and Injuries in the use of the Premises and participation in Activities at this franchised Pickleball Kingdom pickleball club may be caused, in whole or in part, by the **NEGLIGENCE OF OPERATOR**, you, minors (whether under your control or not), other Members or Guests, or other persons or entities. **YOU FULLY UNDERSTAND AND, WITH FULL AWARENESS AND KNOWLEDGE OF THE POTENTIAL RISKS, VOLUNTARILY AND WILLINGLY ASSUME ALL RISKS AND INJURIES, INCLUDING WITHOUT LIMITATION RISKS AND INJURIES CAUSED BY THE NEGLIGENCE OF OPERATOR, YOURSELF, MINORS (WHETHER UNDER YOUR CONTROL OR NOT), OTHER MEMBERS OR GUESTS, OR OTHER PERSONS OR ENTITIES.**

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS:** ON BEHALF OF YOURSELF, YOUR CHILDREN AND OTHER MINORS FOR WHOM YOU ARE RESPONSIBLE AND/OR FOR WHOM YOU ARE AUTHORIZED TO ACT AND PROVIDE CONSENT, HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, AND ASSIGNS, YOU HEREBY ASSUME ALL RISK AND LIABILITY IN CONNECTION WITH PARTICIPATING IN ANY ACTIVITIES, USE OF THE PREMISES, AND USE OF ANY OPERATOR FACILITIES, PRODUCTS, SERVICES, OR EQUIPMENT, AND DO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO MAKE ANY CLAIM IN ANY FORUM AGAINST OPERATOR, INCLUDING ALL OF ITS SUBSIDIARIES, PARENTS, AND AFFILIATES AND ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, FRANCHISORS, LICENSORS, BOARD MEMBERS, INVESTORS, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, INVESTORS, AGENTS, VOLUNTEERS, SERVANTS, INSURERS, ATTORNEYS, SUCCESSORS, ASSIGNS, REPRESENTATIVES, SPOUSES, EXECUTORS, PERSONAL REPRESENTATIVES, AND HEIRS (COLLECTIVELY, THE “**RELEASED PARTIES**” AND INDIVIDUALLY A

**“RELEASED PARTY”**) IN CONNECTION WITH OR ARISING OUT OF USE OF THE PREMISES, PARTICIPATION IN ANY ACTIVITIES, AND/OR USE OF ANY OPERATOR FACILITIES, PRODUCTS, SERVICES, OR EQUIPMENT.

THE RELEASE GIVEN HEREIN SHALL INCLUDE A RELEASE OF THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, LOSSES, CLAIMS, LITIGATION, SUITS, DEMANDS, ACTIONS, EXPENSES (INCLUDING ATTORNEYS’ FEES) AND CAUSES OF ACTION WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE AND ANY CLAIM OR DEMAND THEREFOR ON ACCOUNT OF ANY PHYSICAL, MENTAL, OR EMOTIONAL INJURY, DAMAGE, ILLNESS, OR SICKNESS (INCLUDING WITHOUT LIMITATION COVID-19 OR OTHER TRANSMISSION OF COMMUNICABLE DISEASE, INFECTION, OR ILLNESS) TO PERSON OR DAMAGE TO PROPERTY OR RESULTING IN PHYSICAL, MENTAL, OR EMOTIONAL INJURY, DAMAGE, ILLNESS, SICKNESS, OR DEATH (INCLUDING WITHOUT LIMITATION RELATED TO COVID-19 OR OTHER TRANSMISSION OF COMMUNICABLE DISEASE, INFECTION, OR ILLNESS) OF THE UNDERSIGNED AND ANY CHILDREN/ MINORS FOR WHOM YOU ARE AUTHORIZED TO ACT AND PROVIDE CONSENT, OR GUESTS, ARISING OUT OF OR RELATED IN ANY WAY TO USE OF THE PREMISES, PARTICIPATION IN ANY ACTIVITIES, AND USE OF ANY OPERATOR FACILITIES, PRODUCTS, SERVICES, OR EQUIPMENT, WHETHER (I) ALLEGED TO BE CAUSED BY ANY OF THE RELEASED PARTIES, OTHER MEMBERS, GUESTS, MINORS (WHETHER UNDER YOUR CONTROL OR NOT), PERSONS, OR ENTITIES, (II) ALLEGED TO BE CAUSED BY THE NEGLIGENCE, MISCONDUCT, OR OTHER ACTS OR OMISSIONS OF ANY OF THE RELEASED PARTIES, OTHER MEMBERS, GUESTS, MINORS (WHETHER UNDER YOUR CONTROL OR NOT), PERSONS OR ENTITIES, (III) CLAIMS ARE BROUGHT BY YOU OR OTHER MEMBERS, GUESTS, MINORS (WHETHER UNDER YOUR CONTROL OR NOT), PERSONS, OR ENTITIES, AND (IV) CLAIMS BROUGHT AGAINST ANY OF THE RELEASED PARTIES, OTHER MEMBERS, MINORS (WHETHER UNDER YOUR CONTROL OR NOT), GUESTS, PERSONS, OR ENTITIES.

**MINORS RELEASE (IF APPLICABLE):** With full knowledge and awareness of the risks and legal impact of this waiver and release, I as the parent, legal guardian, or other adult responsible for and/or authorized to act and provide consent for minors who will participate in Activities at the Premises or use any of the Operator facilities, products, services, or equipment under my supervision, understand the nature of the Activities offered by Operator, along with the minors’ experience, condition, and capabilities, and I believe the minors to be qualified, competent, in good health, and in proper physical condition to participate in such Activities.

In consideration of the minors being permitted to use the Premises, participate in any Activities, and/or to otherwise use the Operator’s facilities, products, services, or equipment, and with full knowledge and awareness of the potential Risks and Injuries, I hereby assume all risk and liability of the minors’ participation and use, and release, waive, discharge, covenant not to sue and agree to defend, indemnify, and hold harmless the Released Parties from any and all liability, claims, demands, losses, or damages on the minors’ account, that are incurred or suffered at the Premises or while minors are participating in the Activities or using the facilities, products, or services, and/or any and all damages, losses or injuries that are caused by the minors, including without limitation, caused or alleged to be caused in whole or in part by the Negligence of Operator, minors (whether under my control or not), other Members or Guests, or other persons or entities, and I further agree that if, despite this release, I, the minors, or anyone on the minors’ behalf makes a claim against any of the Released Parties, I will defend, indemnify, and hold harmless the Released Parties against any losses, damages, liabilities, litigation expenses (including expert witness fees), attorneys’ fees, costs, or any other expenses that may be incurred as a result of any such claim.

**WAIVER OF FOOD LIABILITY:** In consideration of being permitted to consume food products and beverages on the Premises and while participating in Activities, and in addition to all other waivers, releases of liability, and risks assumed elsewhere in this Agreement, on behalf of yourself, your children and other minors for whom you are

responsible and/or for whom you are authorized to act and provide consent, heirs, next of kin, personal representatives, and assigns, you hereby assume all risk and liability in connection with the preparation of food products or beverages provided at the Premises or during any Activities as well as in connection with consuming any food or beverages of any kind on the Premises or during Activities, including, without limitation, prepackaged food or beverages, food or beverages brought from outside of the Premises by you or other individuals or entities, and food or beverages prepared on or outside of the Premises or otherwise provided by any third-party vendors, and do release, waive, discharge and covenant not to make any claim in any forum against the Released Parties in connection with or arising out of the preparation or consumption of any food and beverages on the Premises or while participating in any Activities. This releases the Released Parties from any and all liabilities, losses, claims, litigation, suits, demands, actions, expenses (including attorneys' fees) and causes of action whatsoever, including but not limited to, any loss or damage and any claim or demand therefor on account of any physical, mental, or emotional injury, damage, illness or sickness (including without limitation, food poisoning or other food-borne or food-related illnesses or allergic reactions, choking hazards, or infections) to person or damage to property resulting in physical, mental, or emotional injury, damage, illness, sickness, or death.

**NEGLIGENCE:** You understand that the term “**Negligence**” as used in this Agreement includes but is not limited to Operator’s (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of the use of the Premises and/or Activities; (2) negligent failure to warn of or remove hazardous, unsafe, dangerous, or defective conditions; (3) negligent failure to provide or keep the Premises or conduct any Activities in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision, or retention of employees, independent contractor or volunteers; (6) negligent collection, use, disclosure, or storage of personal, sensitive, or other information (including negligent failure to implement or maintain information security controls); or (7) other negligent act(s) or omission(s).

**PREEXISTING CONDITIONS/SYMPTOMS, INSURANCE, AND MEDICAL TREATMENT:**

On behalf of yourself and your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, you represent and attest that you are each physically and mentally capable and competent to participate in all Activities on the Operator’s Premises and have no known health problems, restrictions, or conditions (including known heart, respiratory, or nervous system conditions) or symptoms of communicable illness, infection, or disease (including COVID-19) that might jeopardize any of your health or safety or the health or safety of others during their participation in Activities on the Operator’s Premises. You further represent that you have consulted with your health care provider (and any health care provider for your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent) and all have been cleared to participate in all Activities at our Premises.

I have adequate health insurance or readily available funds to cover the costs of treatment in the event of an injury or sickness and I agree to be personally responsible for all costs of any emergency or other medical care that I (or any children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent) may receive while engaging in any Activities at the Premises. In addition to other indemnification obligations in this Agreement, I further agree to indemnify, release, waive, and hold harmless Operator from the cost of any emergency or other medical care that I or such children or minors receive as a result of participation in Activities at the Premises, whether requested by me or Operator.



**DEFENSE AND INDEMNIFICATION AGREEMENT:** On behalf of yourself and your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, heirs, next of kin, personal representatives, and assigns, you agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, damages, lawsuits, costs, expenses (including attorneys' fees), and/or liabilities, including any losses or claims alleged to be caused by the Negligence, misconduct, or any other acts or omissions of any of the Released Parties, other Members or Guests, minors (whether under your control or not), or other persons or entities, asserted against the Released Parties by any other person (including but not limited to any other Members or Guests, minors (whether under your control or not), or other persons or entities) arising out of, resulting from, or caused by use of the Premises, participation in any Activities, consumption or preparation of any food or beverages, or use of the Operator's facilities, products, services, or equipment by you, your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, other Members or Guests, minors (whether under your control or not), or other persons or entities. Your agreement to defend and indemnify the Released Parties means, among other things, that you will pay any settlement, judgment, or other damages, fees, expenses, or costs of any type incurred (including attorneys' fees) by Operator to resolve the claim.

**WAIVER OF JURY TRIAL:** To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or my participation in the Activities, use of the Premises, or use of the Operator's facilities or equipment, that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

**ATTORNEYS' FEES AND COSTS:** I expressly agree to pay any and all attorneys' fees, costs, or other expenses (including expert witness fees) incurred by Operator in enforcing this Agreement as well as any claims or lawsuits brought by me against Operator for which Operator is considered to be the prevailing party.

I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically. This Agreement shall be binding on my heirs, executors, administrators, successors, personal representatives, and assigns.

By signing (or otherwise assenting to this Agreement, whether electronically or otherwise), I acknowledge that I have read the foregoing Agreement and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; that I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Agreement as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation; and that if I choose not to sign this Agreement, I am not required to participate in any Activities, to use the Premises or to use any facilities or equipment of Operator.

**I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity for me or my children or other minors for whom I am responsible and/or for whom I am authorized to act and**

**provide consent to participate in the Activities, use the Premises, and/or use Operator's facilities, products, services, or equipment.**

**I acknowledge I am giving up legal rights and/or remedies which may be available to me or to my children or other minors for whom I am authorized to provide consent.**

**I agree to and sign this Agreement freely and voluntarily by my own free will, without duress, and assert that no oral representations apart from this Agreement have been made to me.**

Name: \_\_\_\_\_

*(Please print your name)*

*(if signing for a minor (under age 18) print your name, minor's name, your relationship to the minor)*

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_