

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND DISCLOSURE OF RISK AGREEMENT

(hereinafter referred to as the “Release Agreement”)

**BY SIGNING THIS DOCUMENT YOU MAY WAIVE OR GIVE UP SPECIFIC LEGAL RIGHTS, INCLUDING, IN CERTAIN SITUATIONS, THE RIGHT TO CLAIM DAMAGES FOLLOWING AN ACCIDENT. THIS RELEASE AGREEMENT SHALL APPLY TO ALL SUBSEQUENT MEMBERSHIP RENEWALS. PLEASE READ CAREFULLY!**

**TO: INCLUSIVE PLACE OF PICKLEBALL SPORTS & ENTERTAINMENT INC. (“IPOP”)** and their respective directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (hereinafter collectively referred to as the “Releasee”).

## **ASSUMPTION OF RISKS**

By signing this Release Agreement, I acknowledge that I am aware or that I have been made aware by the present that participating in the sport of pickleball involves many standard, common and reasonably foreseeable risks, dangers and hazards inherent to the sport including, **but not limited to:** collision with other persons or objects; being struck by a paddle; being hit by a ball; the risk of stroke, heart attack or other similar life threatening conditions caused by physical exertion; the risk of personal injury including, **but not limited to,** cuts, scrapes, bruises, or other lesions, strains, sprains, fractures, brain injury such as concussions or other head traumas, spinal cord injury including paraplegia or quadriplegia, or death; damage to or loss of eyesight; loss of balance or control; slips, trips and falls; and failure to act safely or within one’s own ability.

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH STANDARD, COMMON AND REASONABLY FORESEEABLE RISKS, DANGERS AND HAZARDS INHERENT TO THE SPORT OF PICKLEBALL AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MY CHOICE TO PARTICIPATE IN THE SPORT OF PICKLEBALL AFTER BEING NOTIFIED OF THE ABOVE-MENTIONED RISKS, DANGERS AND HAZARDS AND THAT THE LEVEL OF RISK, DANGER AND HAZARD THAT MAY AFFECT ME PERSONALLY MAY BE AFFECTED BY MY SKILL LEVEL AND EXPERIENCE IN THE SPORT OF PICKLEBALL, AS WELL AS ANY PRECAUTIONARY MEASURES THAT I MAY OR MAY NOT HAVE TAKEN TO AVOID SUCH RISKS, DANGERS AND HAZARDS AND MY CHOSEN REACTION IN ANY GIVEN SITUATION WHILE PARTICIPATING IN THE SPORT OF PICKLEBALL.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

As a condition of the Releasees accepting my membership at **IPOP** and permitting my use of the facilities and premises provided by the Releasees (hereinafter “the premises”), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against any of **THE RELEASEES, and TO RELEASE THE RELEASEES** from any and all liability for any material loss or damage, or expense that I may suffer, or that my next of kin may suffer, as a result of the realization of any normal, common, and reasonably foreseeable risk(s) that is (are) due to my participation in the sport of pickleball, unless caused by the intentional or gross fault of the Releasees.
2. THAT, in the event that I suffer bodily or moral injury as a result of my participation in the sport of pickleball and that such injury is not caused as a result of the realization of any normal, common and reasonably foreseeable risk that is inherent in the sport of pickleball, my awareness of the disclosures of risk, danger and hazard expressed in the present release may be considered as a contributory fault on my part and that I may, as a result, be considered in the apportionment of liability for any injury that I suffer in the event that I take any legal action against the Releasees;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the premises;
4. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
5. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia, and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of pickleball other than what is set forth in this Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**