

**PURE Pickleball & Padel - Scottsdale, LLC**

**ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF LIABILITY**

**Participants:**

Name of Adult Participant: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Name of Minor Participant(s): \_\_\_\_\_ D.O.B. \_\_\_\_\_

Name of Minor Participant(s): \_\_\_\_\_ D.O.B. \_\_\_\_\_

Name of Minor Participant(s): \_\_\_\_\_ D.O.B. \_\_\_\_\_

Name of Minor Participant(s): \_\_\_\_\_ D.O.B. \_\_\_\_\_

Home Address: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

**Parent/Guardian: I** \_\_\_\_\_ hereby represent and warrant to PURE Pickleball & Padel - Scottsdale, LLC, that I am the parent or court appointed legal guardian of the Minor Child(ren) listed above and agree to hold harmless, defend (including attorneys' fees and costs) and indemnify PURE Pickleball & Padel - Scottsdale, LLC for any loss or injury if this representation is false.

**PURE Pickleball & Padel - Scottsdale, LLC** and its owners, officers, employees, agents, contractors, volunteers, and/or any other representatives (collectively "Organization").

**Activities Covered:** Pickleball instruction, practice, clinics, tournaments, open play, drills, physical training, and any related or incidental events (collectively, the "Activities").

**Voluntary Participation:** I, the undersigned Adult Participant and/or Parent/Guardian of the Minor Participant(s), acknowledge that I (or my child/ward) am voluntarily choosing to participate in or allow participation in the Activities offered by the PURE Pickleball & Padel - Scottsdale, LLC.

**Acknowledgment and Assumption of Inherent Risks:** I understand that pickleball, like any sport or physical activity, involves known and unknown risks. These risks include, but are not limited to:

- Collisions with or being struck by other participants, equipment (such as paddles or balls), or objects (such as nets, fences, posts, gates, benches) on or around the court.
- Falls or slips on the playing surface.
- Overexertion or strain from physical activity.

- Injuries from repeated physical movements, such as muscle sprains, strains, or tears.
- Exposure to weather conditions, including heat exhaustion or dehydration when playing outdoors. ALWAYS BRING AND DRINK PLENTY OF WATER.
- It is HIGHLY recommended that all participants use protective eye wear.

**I acknowledge that these risks could result in property damage, physical injury, emotional distress, or, in rare cases, permanent disability or death.** I fully understand these hazards and **voluntarily assume all inherent and obvious risks** on behalf of myself and/or my minor child(ren).

**Waiver and Release of Liability:** In consideration for being permitted to participate in or allow my minor child(ren) to participate in the Activities, I, on behalf of myself, my child(ren), my heirs, representatives, executors, administrators, and assigns, hereby **release, waive, discharge, and covenant not to sue** the Organization, its owners, officers, employees, agents, contractors, volunteers, and/or any other representatives (collectively, the “Released Parties”) **from any and all liability, claims, demands, actions, or causes of action** arising out of or related to any loss, damage, or injury (including death) that may be sustained by me or my minor child(ren), or to any property belonging to me or my minor child(ren), while participating in the Activities, whether caused by the negligence of the Released Parties or otherwise, to the fullest extent permitted by law.

**Indemnification:** I further **agree to indemnify and hold harmless** the Released Parties from and against any and all claims, actions, suits, procedures, costs, expenses (including attorneys’ fees), damages, and liabilities arising out of or related to my or my minor child(ren)’s involvement in the Activities, to the fullest extent permitted by law.

**Representations and Warranties:** I represent and warrant that I, or my minor child(ren), am (are) in good physical condition and have no condition, illness, or injury that would be exacerbated by physical exercise or that would impair my (or my minor child(ren)’s) ability to participate in the Activities. I understand and acknowledge that it is **my responsibility** to consult with a physician prior to participation to determine if I (or my minor child(ren)) am (are) fit to engage in the Activities.

**Medical Consent (If Applicable):** In the event of an emergency, if I am not immediately available or otherwise able to give consent, I authorize PURE Pickleball & Padel - Scottsdale, LLC to seek, on my behalf or on behalf of my minor child(ren), whatever medical treatment is deemed necessary. I agree to be **financially responsible** for all costs associated with such medical treatment.

**Minor Participant(s):** If signing on behalf of a minor child(ren), I certify that I am the **parent or legal guardian** of the minor child(ren). I acknowledge and agree that all releases, waivers, and promises herein are binding on the minor child(ren) and me. I understand and accept the risks associated with the minor child(ren)’s participation in the Activities and **voluntarily allow** my minor child(ren) to participate with full knowledge of the dangers involved.

**Photo/Video Release:** I consent to the Organization’s use of any photographs, videos, or likenesses of me or my minor child(ren) taken during the Activities for promotional, marketing, or instructional purposes, without compensation to me or my child(ren). If I do not consent, I will notify the Organization in writing prior to participation.

**Governing Law and Severability**

- This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflicts-of-law principles.
- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Acknowledgment of Understanding:** I have carefully read this Acknowledgment of Risk, Waiver, and Release of Liability. I fully understand its terms and **understand that I am giving up substantial rights** on behalf of myself or my minor child(ren) by signing it. I sign it **freely and voluntarily** without any inducement.

**SIGNATURES:**

**Adult Participant (if applicable)**

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

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent/Guardian (if Participant is a minor)**

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

**Printed Name:** \_\_\_\_\_

**Relationship to Minor(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_