

SURE SHOT PICKLEBALL, LLC
PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to access and participate in activities at Sure Shot Pickleball (“Company”), a pickleball sporting facility that includes, pickleball play, lessons, clinics and tournaments as well as food and drink and other pickleball related activities (“Activities”) located at 2244 Corporate Lane, Suite 100, Naperville, IL 60563 (“Premises”, which includes it’s parking lot and sidewalks), I hereby agree to the following Waiver and Release of Liability (“Agreement”):

WAIVER AND RELEASE OF LIABILITY. My participation in the Activities is voluntary and I KNOWINGLY AND FREELY ASSUME all risks, dangers, and hazards related or incidental to my participation in the Activities and the possibility of personal injury, death, permanent and disabling injury, sickness (including, without limitation, Covid-19), property damage or theft or loss resulting therefrom as well as any other risks and social and economic losses either not known to me or not readily foreseeable at this time (collectively, “Risks”). Accordingly, I agree to the following:

- I hereby **release, hold harmless and forever discharge** the Company, its owners, members, managers, officers, directors, employees, agents, volunteers, and contractors (collectively, “Releasees”) from and against any claim, demand, loss, liability, damages and attorneys’ fees and costs whatsoever arising from, related to, or resulting from these Risks (“Claims”), including, without limitation, those caused by the negligent acts or omission of any or all of the Releasees. I hereby indemnify the Company and its Releasees from and against any claim, demand, loss, liability, damages and attorneys’ fees and costs whatsoever arising from, related to, or resulting from my acts or negligence.
- As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Activities including those sustained on the Premises, parking lot of the Premises and/or while traveling to and from the Premises regardless of the location or mode of transportation.
- This Agreement shall be binding on my estate, heirs, administrators, successor, and assigns as well as any other party asserting a Claim on my behalf or on behalf of my estate.

HEALTH & SAFETY. The health and safety of our members and guests is among our highest priorities. I recognize the physical exertion involved in the Activities and attest and certify that I am physically fit and in good health to play and compete safely.

While our policies are designed to help protect you, I understand the Company cannot remove all risk or otherwise guarantee or promise that I will not sustain any injuries or damages from viruses, infectious diseases, or other health hazards associated with your use of the Company’s premises, facilities, equipment, services, activities, or products.

Use of the Company’s premises, facilities, equipment, services, activities, or products can include but is not limited to (1) pickleball courts, lobby, entryways, sidewalks, parking lots, and any other facilities; (2) use of services and participation in activities including but not limited to tournaments or parties; and (3) all other programs, activities, classes, sessions, events, amenities, or benefits that are sponsored, endorsed, or operated by the Company on or off its Premises.

By using the Company’s premises and/or participating in Company events, you attest, on behalf of yourself, your spouse or partner, your children or other minor members, your invited guests, and heirs, successors, and assigns that you and they are physically and mentally capable of participating in Company activities and have no known health restrictions that might jeopardize your or their health or safety.

GENERAL PROVISIONS.

- I hereby expressly agree that this Agreement shall be governed and construed by the laws of the State of Illinois.
- This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification or amendment of any of the terms of the Agreement shall be effective unless made in writing and signed by the party to be charged.
- I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless remain in full legal force and effect.

ALCOHOL. I understand that alcohol may be served at the facility and that alcohol may impair my ability to participate in the Activities. I certify and agree that I am responsible for myself if I drink any alcohol. I will indemnify the Company from and against any cost, loss, expense, damage or injury resulting from my acts or negligence, including without limitation, any harm caused by my drinking alcohol.

LOST OR STOLEN ITEMS. I understand and agree that the Company shall not be responsible for any lost or stolen personal property, equipment, money, jewelry or any other items from the Premises and that I will be entirely responsible for any such lost or stolen items.

PHOTOS/VIDEOS/MEDIA RELEASE/ADVERTISING. I hereby grant the Company permission to use my likeness in a photograph, video, or other digital media (“Images”) in any and all of its publications, advertising, marketing and promotions, including web-based publications, without payment, royalties or other consideration and waive my right to inspect or approve the photographs by which my likeness appears. I forever release and hold the Company harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

DURATION. This Waiver and Release of Liability shall remain in effect for the duration of my participation at the Company or access in or at Premises, during this initial and all subsequent participation or access in or at the Company and/or Premises.

POLICIES/CONDUCT: The Company has adopted policies, procedures, rules, and regulations, designed to provide for the safe, enjoyable, and healthy use of our Premises and events by you, our members and guests. These policies apply to your conduct on the Company’s Premises, including its courts, and all common areas, parking lots, and sidewalks. These policies also apply to your conduct during events or other Company-sponsored activities. As a member or guest of the Company, you are expected to review these policies and you must comply with them at all times. If you violate any of these policies, your membership, access, or event participation may be suspended or terminated immediately and without notice. Our decision on all questions regarding construction or interpretation of these policies is final. We may change our policies at any time without notice, in our sole discretion. As a member or guest of the Company, you are responsible and expected to review and comply with these policies at all times.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE COMPANY AND ALL RELEASEES, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE COMPANY.

Player Signature

Date

Print Player Name

Player Email:

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Signature of Parent/Guardian

Date

Print Player Name

Print Parent/Guardian Name