

PIN POINT RALEIGH  
**Facility Start Waiver**

Pin Point Raleigh welcomes you to the premier indoor pickleball and golf facility in the heart of North Carolina! Whether you are actively enjoying one of the sporting opportunities here, or simply relaxing as a spectator, we want to make sure you are informed of the risks and expectations during your time with us:

**WAIVER, ASSUMPTION OF RISKS, AND RELEASE**

This Waiver, Assumption of Risks, and Release (Release) is entered into and effective as of \_\_\_\_\_ (Effective Date), and offered to DROP SHOT RALEIGH LLC d/b/a PIN POINT RALEIGH, a North Carolina limited liability company (Company), by \_\_\_\_\_ (Participant).

WHEREAS, Company has offered to Participant the opportunity to participate in certain sporting and recreational activities organized or otherwise authorized by Company, and Participant voluntarily desires to participate in or spectate such activities;

NOW, THEREFORE, in consideration of such participation and spectating, Participant hereby grants, waives, assumes, warrants, releases, and agrees to the following:

**I. Media Grants and Waivers**

\_\_\_\_ I hereby grant to Company unrestricted permission to use my likeness in a photograph, video, or other digital

media (Media) in any of its publications, including web-based and other social or real-time publications, without any cash or non-cash compensation.

\_\_\_\_ I understand and agree that all photos will become the property of Company and will not be returned to me, either as originals or copies, under any circumstances, unless Company wishes to do so in its sole and absolute discretion. I waive the right to receive any original or copy of any Media.

\_\_\_\_ I hereby irrevocably authorize Company to edit, alter, copy, exhibit, publish, or distribute any Media for any lawful purpose. I waive the right to protest or prevent any presentation of any Media.

\_\_\_\_ I waive any right to inspect, approve, or be made aware of any finished product or Media wherein my likeness appears.

\_\_\_\_ I waive any right to royalties or any other right to present or future compensation arising out of or related to the use of the Media.

\_\_\_\_ I hereby hold harmless, release, and forever discharge Company from all liability for damages, losses, or injuries (Losses), whether to my person or my reputation, that I may experience by reason of the Media or activities related to this Release. Further, I hereby hold harmless, release, and forever discharge Company from all claims, demands, actions, losses, allegations, and causes of action (Claims) and that I have or may claim to have or accrued by reason of the Media or activities related to this Release. I hold harmless, release, and forever discharge Company even if the Losses or Claims are due to the negligent actions or inactions of Company.

\_\_\_\_ I hereby restrict and prohibit anyone acting on my behalf or on behalf of my estate from pursuing any such claims by reason of the Media related to this Release.

\_\_\_\_ If a third party asserts any Claims against me or Company by reason of the Media related to this Release, or if a third party alleges any Losses against me or Company by reason of the Media related to this Release, I warrant that I will indemnify Company and I will cover any and all expenses actually and reasonably incurred by Company, including but not limited to attorneys' fees, in Company's efforts to respond to any such Claims or Losses.

**II. Inherently Dangerous Activities: Assumption of Risks; Liability Release; Indemnification**

\_\_\_\_ I have been informed of the inherent risks involved in the activities associated with this Release. I understand that I will be in close proximity to various equipment in motion at high speeds, including golf balls, golf clubs, pickleballs, pickleball paddles, and related sporting equipment. The movements of such equipment can be unpredictable or inconsistent, and I understand that by being in their presence, I expose myself to the risk of severe temporary or permanent injuries, concussions, and even death, to myself or others. I assume all such risks that can reasonably be expected to be associated with the equipment and activities; I am participating in these activities voluntarily; and I am knowingly and willingly entering into this Release, even though I know that by signing this Release, I am waiving certain rights and assuming risks connected to my behavior and the behavior of others in the contemplated activities.

\_\_\_\_ I hereby hold harmless, release, and forever discharge Company from all liability for damages, losses, or injuries (Losses), whether to my person or my reputation, that I may experience by reason of my participation in or spectating of activities related to this Release. Further, I hereby hold harmless, release, and forever discharge Company from all claims, demands, actions, losses, allegations, and causes of action (Claims) and that I have or may claim to have or accrue by reason of my participation in or spectating of activities related to this Release. I hold harmless, release, and forever discharge Company even if the Losses or Claims are due to the negligent actions or inactions of Company.

\_\_\_\_ I hereby restrict and prohibit anyone acting on my behalf or on behalf of my estate from pursuing any such claims associated with my activities related to this Release.

\_\_\_\_ If a third party asserts any Claims against me or Company by reason of my actions or inactions related to this Release, or if a third party alleges any Losses against me or Company by reason of my actions or inactions related to this Release, I warrant that I will indemnify Company and I will cover any and all expenses actually and reasonably incurred by Company, including but not limited to attorneys' fees, in Company's efforts to respond to any such Claims or Losses.

### III. Code of Conduct; Alcohol Consumption

\_\_\_\_ I acknowledge and will follow all posted rules, regulations, restrictions, and conduct instructions. I understand and agree that Company has the right to remove me from the facility if I violate any such posted or announced rules, regulations, restrictions, and conduct instructions.

\_\_\_\_ I understand that alcohol is served at Company's facility, and if I am of legal drinking age, I have the opportunity to purchase and consume alcohol while participating in or spectating activities related to this Release. I understand and agree that Company has the right to refuse to serve me if I cannot provide valid identification or if I appear to be inebriated or otherwise intoxicated.

\_\_\_\_ I understand that the risks associated with activities connected to this Release are inherently increased by any alcohol consumption by me or other participants and spectators. I assume all such risks and waive any related Claims that I may have or claim to have against Company.

### IV. Coaching Policy

\_\_\_\_ I acknowledge that all lessons, training sessions, and coaching activities conducted at Company must be provided exclusively by coaches certified by Company. This ensures that all instruction aligns with our facility's values, standards, and safety protocols.

\_\_\_\_ I understand that outside coaching, including but not limited to lessons, clinics, or private instruction provided by individuals not certified by Company, is strictly prohibited on facility premises.

\_\_\_\_ I acknowledge that any individual or group found engaging in unauthorized coaching activities will be asked to cease immediately. Repeated violations may result in removal from the facility and/or revocation of access privileges.

### V. Use of Company Equipment

\_\_\_\_ I understand that I can use sporting equipment provided by Company in Company's sole discretion, and if I cause unreasonable damage to the equipment, Company reserves the right to charge me for repair or replacement.

\_\_\_\_ I acknowledge that Company provides no warranty as to the quality or performance of any Company-provided equipment.

### VI. Minors

\_\_\_\_ I understand that every Participant under the age of 16 must be accompanied and supervised by an adult age 18 or older.

\_\_\_\_ I acknowledge that for any Participant under the age of 18, this waiver must be signed by a parent or legal guardian on their behalf. By signing this waiver, the parent or guardian assumes all responsibilities, risks, and obligations outlined in this Release for the minor Participant, and agrees to indemnify and hold harmless the Company from any claims arising from the minor's participation.

**I HAVE READ AND UNDERSTAND THIS RELEASE AND THE NATURE OF ITS TERMS.**

**I UNDERSTAND THE RIGHTS I AM WAIVING AND AM DOING SO VOLUNTARILY.**

**I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF**

**AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/GUARDIAN AS**

**EVIDENCED BY THE SIGNATURES BELOW.**

**ACKNOWLEDGED AND ACCEPTED:**

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*Jimmy Boyd*  
Friday, Nov 01, 2024