

Waiver and Release of Liability

In consideration of my use of pickleball courts and facilities (the "Pickleball Facilities") provided by Cookin' Pickleball Club LLC (the "Company"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by in, on, or about the premises, or as a result of the use of the Pickleball Facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur, and I hereby fully and forever release and discharge the Company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of the Pickleball Facilities.

I expressly agree to indemnify and hold the Company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained.

I agree to be solely responsible for my safety and wellbeing. I understand that the Company does not provide supervision, instruction, or assistance for the use of the Pickleball Facilities.

I agree to comply with all rules imposed by the Company regarding the use of the Pickleball Facilities. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I understand and acknowledge that the use of the Pickleball Facilities involves risk of serious injury, including permanent disability and death.

In consideration of my participation and presence at the Pickleball Facilities, I hereby grant the Company, its representatives, and assignees, the irrevocable right and permission to photograph and/or record me in connection with the usage of the Pickleball Facilities. I further consent to the unrestricted use of such photographs and/or recordings for any purpose, including, but not limited to, promotional, advertising, and commercial purposes, in any medium or format, whether now known or hereafter developed, without further notification, compensation, or additional authorization from me or my representatives.

I understand and agree that the Company is not responsible for property that is lost, stolen, or damaged while about the premises.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Print Name: _____