

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION, AND ARBITRATION AGREEMENT("AGREEMENT")

THIS IS A BINDING LEGAL AGREEMENT. PLEASE READ IT CAREFULLY.

In consideration for [Georgetown Pickleball LLC DBA Tejas Pickleball Club] (the "HOST") permitting myself and the minors (under 18 years old) named herein to gain access to any of the facilities at the HOST's premises, including, but not limited to, the interior and exterior of the building(s) (the "PREMISES"), to use any equipment provided by the HOST (the "EQUIPMENT"), and/or to voluntarily participate in the HOST's services, games, activities, or events (collectively, the "ACTIVITIES"), I/we agree as follows:

LEGAL RIGHTS. By signing this AGREEMENT, I understand that I am waiving certain rights for myself and the minors named herein, including the right to pursue any legal action or claim.

AUTHORIZATION TO SIGN. By signing this AGREEMENT, I represent under penalty of perjury that I am actually authorized to sign this AGREEMENT on behalf of all minors named herein, and I am authorized to waive any rights held by those minors to pursue a claim or legal action against the HOST for any injury, including paralysis or death, caused in whole or in part by the negligence or fault of the HOST, including its owners, affiliates, agents, employees, insurers, vendors and suppliers. I understand and acknowledge that the HOST is relying upon this representation before allowing me/us to enter the PREMISES, use the EQUIPMENT, and/or participate in the ACTIVITIES. I further understand, acknowledge, and agree that signing this AGREEMENT on behalf of another without actual authority to do so may subject me to certain obligations and legal action, including, but not limited to, defense and indemnification, fraud, and trespass.

PERSONAL RESPONSIBILITY: I/we certify that I/we:

1. have no physical or mental limitations or conditions, including pregnancy, that would prohibit or impair participation in the ACTIVITIES;
2. am/are not intoxicated or taking any prescription or non-prescription drugs that would prohibit or impair participation in the ACTIVITIES;
3. am/are not participating in the ACTIVITIES against medical advice;
4. will exercise my/our sole judgment to determine my/our levels of fitness, skill, and health to participate in the ACTIVITIES;
5. will only participate in the ACTIVITIES for which I/we have sufficient skill to avoid injury;
6. understand and will abide by all rules established for the ACTIVITIES, including, without limitation, all verbal instructions and posted signage at the PREMISES, and I/we have had the opportunity to ask questions;
7. understand and acknowledge that, outside of the verbal instructions and posted signage at the PREMISES, the HOST does NOT provide guidance or instruction for how to use the EQUIPMENT or participate in the ACTIVITIES; and
8. accept sole responsibility for my/our own conduct and actions, as well as the conduct and actions of each other, while participating in the ACTIVITIES, and I/we will not rely solely on the supervision and/or monitoring provided by the HOST.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS: Despite all known and unknown risks, including but not limited to, serious bodily injury, permanent disability, paralysis, and death, that may be sustained while on the PREMISES, I, on behalf of myself, all minors named herein, and our respective heirs, assigns, personal representatives, and estates, if any (collectively, the "RELEASORS"), hereby expressly, unconditionally, and voluntarily agree to release, relinquish, waive, hold harmless, forever discharge, and covenant not to sue the HOST and its agents, owners, parent company, subsidiaries, affiliated facilities, franchisors, officers, directors, principals, volunteers, employees, independent contractors, insurers, facility operators, land and/or PREMISES owners, and any and all other persons and entities acting in any capacity on the HOST's behalf, including suppliers, designers, installers, vendors, or manufacturers of the EQUIPMENT at the PREMISES (collectively, the "RELEASEES"), from any and all liability for any causes of action, suits, sums of money, controversies, damages, judgments, claims, or demands, whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by the RELEASEES while the RELEASORS are on or about the PREMISES, participating in, or as a result of participating in, any of the ACTIVITIES on or about the PREMISES, and/or using the EQUIPMENT on or about the PREMISES, regardless of how any claim or accident may occur and whether the action arises out of any damage, loss, personal injury, emotional injury, or death to the RELEASORS. This release of liability is effective and valid regardless of whether the damage, loss, personal injury, emotional injury, or death is a result of any

negligent act or omission by the RELEASEES. This release of liability further includes any claims for medical treatment provided (negligently or otherwise) or failed to be provided by the RELEASEES.

ASSUMPTION OF RISK: The RELEASORS understand and acknowledge that:

1. they are voluntarily participating in the ACTIVITIES, which the RELEASORS agree are dangerous, with both known and unknown inherent risks that no amount of care, caution, instruction, or expertise can eliminate, including, but not limited to, the risk of minor injuries such as scratches, bruises, strains, or sprains, serious bodily injury, permanent disability, paralysis, and death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision; lack of proper equipment or other safety measures; slipping; falling; landing; any illness, including, but not limited to, known or unknown infectious and/or communicable diseases, epidemics, and/or pandemics, or known or unknown intentional or negligent failure to quarantine without regard to declarations made or not made by federal, state, or local authorities; colliding with fixed objects or other people; or negligence, errors, or omissions by the RELEASORS, the RELEASEES, and/or any other person or entity while on the PREMISES;
2. they knowingly and voluntarily assume all such risks; and
3. the HOST does not manufacture the EQUIPMENT located at the PREMISES but purchases and/or leases the EQUIPMENT, and therefore the HOST may not be held liable for defective products or equipment.

LET US KNOW BEFORE YOU GO: In the event of any injury, the RELEASORS agree to alert the HOST of that injury prior to leaving the premises on the injury date. The RELEASORS understand and acknowledge that the RELEASEES do not retain video surveillance beyond thirty (30) days.

DEFENSE AND INDEMNIFICATION: The RELEASORS hereby agree to defend, indemnify, and hold harmless the RELEASEES from and against any and all losses or liability, claims, obligations, costs, damages, and/or expenses arising out of access to or use of the PREMISES, participation in the ACTIVITIES, and/or use of the EQUIPMENT, including, but not limited to, any losses or claims caused by or resulting from the sole and ordinary negligence of RELEASEES, or any signatory to this AGREEMENT wrongfully representing the signatory's authority to sign this AGREEMENT. The scope of this Defense and Indemnification provision includes, but is not limited to, any actions or suits brought by or on behalf of a minor named herein. Indemnification herein includes any and all attorneys' fees, costs, damages, and/or judgments incurred.

LIABILITY FOR PROPERTY: The RELEASORS agree that the RELEASEES are not liable for any personal property that is damaged, lost, or stolen while on or about the PREMISES, including, but not limited to, a vehicle or its contents, or any property in a locker, whether or not the RELEASEES were negligent.

PHOTOGRAPHY/VIDEO RELEASE: By entering the PREMISES, the RELEASORS acknowledge that the RELEASORS hereby grant to the HOST the irrevocable right and permission to photograph and/or record video of RELEASORS on the PREMISES and to use all such photographs and/or recordings for any lawful purpose, including, without limitation, for advertising, promotional, and other commercial purposes, in any manner, and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. The RELEASORS waive any right to inspect or approve the use of any photograph and/or recording, and the RELEASORS understand, acknowledge, and agree that the rights granted by this release are without compensation of any kind.

PRIVACY: Please be aware that the HOST and its agents may collect, use, share, and secure information as part of your agreement to participate in the ACTIVITIES on the PREMISES. Please read our privacy policy at [INSERT LINK] for more information about how the RELEASEES collect, use, and disclose information about RELEASORS. By signing herein, the RELEASORS understand and agree to the HOST's privacy policy and the use of the RELEASORS' personal information.

TERMS OF AGREEMENT AND SEVERABILITY: The RELEASORS understand that this AGREEMENT extends forever into the future and will have full force and legal effect each and every time any of the RELEASORS visit the PREMISES, whether at the current location or any other of the HOST's locations or facilities in the State of **Texas**, or any of its subsidiary or affiliate locations or facilities. The RELEASORS agree and understand that this AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of **Texas** and, if a court decides that any part of this AGREEMENT is invalid or cannot be enforced, that invalid and unenforceable part will be severed and will not affect the other provisions of this AGREEMENT, which will continue in full legal force and effect.

ARBITRATION AND VENUE: Any dispute or claim arising out of or relating to this AGREEMENT, a breach thereof, or the PREMISES, the EQUIPMENT, the ACTIVITIES, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding, confidential,

and private arbitration before a single arbitrator administered by JAMS pursuant to its rule 16.1 Expedited Arbitration Rules and Procedures, in effect at the time the demand for arbitration is filed. If no available JAMS office is located within 100 miles of the defendant/respondent, the parties shall work collectively to select and utilize a similar and mutually agreeable arbitration provider. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party, and the arbitrator shall have no authority to award punitive or exemplary damages. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This AGREEMENT shall be governed by, and construed and interpreted in accordance with, the laws of the State of **Texas**, without regard to "choice of law" principles. Notwithstanding the provision with respect to the applicable substantive law, arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.). If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph.

RELEASORS expressly understand, acknowledge, and agree to the foregoing by initialing the same.

By signing this document, whether in paper or electronic format, I certify that I had a reasonable and sufficient opportunity to read and understand this entire AGREEMENT and consult with legal counsel, or have voluntarily waived the right to do so; that I am of legal age (18 years or older) and competent to sign it, and I do so freely and voluntarily; that I am actually authorized to sign this AGREEMENT on behalf of all minors named herein; that I understand that I may be found by a court of law to have forever waived, on behalf of all RELEASORS, the right to maintain any legal action against the RELEASEES based on any claim from which I have released the RELEASEES herein; and that all RELEASORS knowingly and voluntarily agree to be bound by all terms and conditions of this AGREEMENT.

An individual MUST have reached the age of majority in their State of residence to sign this AGREEMENT on their own behalf.

Any adult signing below acknowledges that they either (a) are a parent or legal guardian of the minor(s) identified below or (b) have actual authority to sign this AGREEMENT on behalf of the minor(s) identified below.

Enter Adult's Full Name and Date of Birth.

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Email: _____

Signature: _____

Date: _____

We reserve the right to review your license and/or other forms of identification to verify your identity and age.

Enter Full Name and Date of Birth of all Minors.

Minor #1 Full Name: _____ Date of Birth: _____

Minor #2 Full Name: _____ Date of Birth: _____

Minor #3 Full Name: _____ Date of Birth: _____

Minor #4 Full Name: _____ Date of Birth: _____

Minor #5 Full Name: _____ Date of Birth: _____