Replay Club

Facility Use, Assumption of Risk, Release of Liability & Media Consent Agreement

This Agreement is a legally binding contract between each participant ("Participant") and Replay Club ("Replay"), including its owners, officers, directors, employees, contractors, instructors, coaches, volunteers, affiliates, sponsors, event organizers, and representatives (collectively, the "Released Parties").

By entering Replay Club, registering for or participating in any activity, program, league, clinic, tournament, event, or by otherwise using any portion of the facility, Participant acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement. Participation in any Replay Club activity constitutes acceptance of this Liability Waiver and Release.

Scope

This Agreement applies to all activities, services, programs, and areas of Replay Club, including but not limited to:

- Pickleball
- Padel
- Fitness Center
- Personal Training
- Group Fitness Classes
- Yoga
- Sauna
- Steam Room
- Cold Plunge
- Locker Rooms
- Showers
- Mezzanine
- Food & Beverage Services
- Retail Shop
- Spectator Areas

- Walkways
- Parking Areas
- Special Events
- Clinics
- Camps
- Leagues
- Tournaments
- Open Play
- Private Lessons
- Court Rentals
- Equipment Rentals
- Any future amenities, programs, services, or activities offered by Replay Club

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Assumption of Risk

Participant understands that participation in athletic, recreational, fitness, recovery, social, and other activities involves inherent and unforeseen risks, including but not limited to:

- Slips, trips, and falls
- Wet or uneven surfaces
- Equipment malfunction or failure
- Improper use of equipment
- Being struck by balls, paddles, racquets, or other equipment
- Collisions with walls, fencing, glass, nets, fixtures, or other participants
- Physical exertion
- Muscle strains
- Sprains
- Broken bones
- Head injuries
- Concussions
- Heat-related illness
- Cardiac events
- Paralysis
- Permanent disability
- Death
- Exposure to illness
- Injuries occurring during travel to or from Replay-sponsored events

Participant voluntarily accepts and assumes all risks associated with entering the facility, remaining on the premises, or participating in any Replay Club activity.

Medical Representation

Participant certifies that they are physically capable of participating in activities at Replay Club and assumes full responsibility for determining their own fitness to participate.

Participant authorizes Replay Club to obtain emergency medical treatment if deemed necessary. Participant accepts full financial responsibility for any medical treatment provided.

Release of Liability

To the fullest extent permitted by Florida law, Participant releases, waives, and forever discharges the Released Parties from any and all claims, demands, causes of action, damages, losses, costs, expenses, or liabilities arising from Participant's use of Replay Club or participation in any activity, including claims arising from ordinary negligence.

This release includes, but is not limited to, claims involving personal injury, illness, disability, death, property damage, financial loss, emotional distress, or any other damages arising from Participant's presence at or use of Replay Club.

Personal Property

Participant acknowledges that Replay Club is not responsible for any lost, stolen, misplaced, or damaged personal property, including but not limited to:

- Paddles
- Racquets
- Bags
- Clothing
- Shoes
- Jewelry
- Watches
- Phones
- Laptops
- Wallets

- Keys
- Vehicles and their contents
- Bicycles, scooters, or similar transportation
- Any other personal belongings

Lockers are provided solely as a convenience and do not create a duty for Replay Club to safeguard personal property.

Facility Rules

Participant agrees to comply with all posted rules, staff instructions, safety guidelines, and club policies.

Replay Club reserves the right to deny entry, remove any individual from the premises, or terminate participation without refund for unsafe behavior, misconduct, or violation of club policies.

Equipment Use

Participant accepts full responsibility for safely using any equipment owned, rented, borrowed, or otherwise provided by Replay Club.

Participant accepts responsibility for any damage resulting from misuse, negligence, or intentional misconduct.

Photography & Media Release

Participant grants Replay Club permission to photograph, film, and record Participant while at Replay Club.

Participant grants Replay Club the unrestricted right to use photographs, videos, recordings, likeness, voice, and name for marketing, advertising, promotional materials, websites, social media, print materials, and other lawful business purposes without compensation.

Participant understands that all photographs and recordings remain the property of Replay Club.

Communications

Participant may choose to receive promotional emails and text messages from Replay Club regarding memberships, events, tournaments, leagues, clinics, promotions, and club announcements. Consent is voluntary and may be withdrawn at any time.

Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Florida.

If any provision of this Agreement is determined to be unenforceable, invalid, or unlawful, the remaining provisions shall remain in full force and effect.

Acknowledgment

By entering Replay Club, registering for, attending, or participating in any activity, program, league, clinic, tournament, event, or by otherwise using any portion of the Replay Club facility, Participant acknowledges and agrees that:

- They have carefully read and understand this Agreement.
- They understand they are giving up certain legal rights, including the right to bring certain legal claims against Replay Club and the Released Parties.
- They voluntarily accept and assume all risks associated with entering and using Replay Club and participating in any activity.
- They agree to be bound by all terms and conditions contained in this Agreement.
- They understand that participation in any Replay Club activity, program, league, clinic, tournament, event, or use of the facility constitutes their acceptance of and agreement to this Liability Waiver and Release.

For participants under the age of 18, a parent or legal guardian must review and accept this Agreement on the minor's behalf before the minor may participate.