

AGREEMENT, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY FOR PATRONS

PLEASE NOTE: A PATRON IS ANY PERSON VISITING PICKLE & TAPS INCLUDING PLAYERS, VISITOR, GUESTS, SPECTATORS, ETC.

Pickle & Taps, LLC provides facilities, services, and equipment to allow our patrons to participate in, spectate, and enjoy the sport of Pickleball. The health and safety of our Members and Guests is our highest priority. Although our Policies and Rules are designed to protect you, we cannot guarantee that you will not sustain injuries or damages associated with your use of our facility, services, or equipment. In consideration of Pickle & Taps' furnishing facilities, equipment and services to me, **I DO HEREBY AFFIRM THAT I HAVE READ, ACKNOWLEDGE, APPRECIATE, AND AGREE TO THE FOLLOWING IN ITS ENTIRETY:**

I am at least 18 years of age, and I am qualified, in good health, in proper physical condition, and possess the requisite skill and experience to participate in Pickleball.

I am not under the influence of any illicit drugs and will not possess any illicit drugs while using the facility, and I will comply with the facility's rules and policies as well as obey all state, federal, and local laws, ordinances while using the facility or on the premises. I will abide by the Policies and Rules of Pickle & Taps, which may be found on www.pickleandtaps.com.

I have inspected the particular pickleball court(s) on which I will be playing and am aware of the location of all physical structures and barriers adjacent to, and in relation to, said court(s), including, but not limited to, walls, windows, furniture, structural columns, netting, poles and posts. I am aware these physical structures and barriers may pose risks of injury or damage.

I understand there are inherent risks of injury or damage by using Pickle & Taps' pickleball courts, equipment, services, and activities, products and premises, including, but not limited to, slips, trips, collisions, falls, and loss of footing or balance resulting in injuries or damages including, but not limited to, death, paralysis, brain damage, heart attacks, strokes, disfigurement, dehydration, concussions, torn or damages muscles or ligaments, broken bones, burns, sprains, bruises, aggravation of pre-existing injuries or medical conditions, pain and suffering, loss of consortium, emotional distress, lost wages or earning capacity, lost, stolen or damaged property.

I understand while using Pickleball Services, I may be photographed. I agree to allow my photo, video, or film likeness to be used for marketing and advertisement purposes by Pickle & Taps, LLC, their directors, officers, representatives, assignees, volunteers, and agents. I understand the use of Pickle & Taps' premises and servicing, including participation on the courts may result in myself being photographed or videoed. I irrevocably consent to and grant Pickle & Taps the exclusive, worldwide, perpetual, royalty free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, and repurpose the images for any purpose in any media or form of communication, without additional consent and without compensation, including but not limited to Pickle & Taps, LLC commercial and promotional use on its social media sites.

I am financially responsible for any damage to the facility or to equipment during my use of the facility and/or equipment, and I will return the facility and equipment in the same condition which I received. I am solely responsible for any loss, theft, or damage to the equipment and agree by signature to permit Pickle & Taps, LLC to recover monetary compensation from me for any loss, theft, or damage to facilities or equipment.

ASSUMPTION OF RISK: By signing this agreement, I hereby, intending to be legally bound, affirm that I have read, acknowledge, appreciate, and voluntarily agree to assume the following risks:

"Pickleball" and related activities involve inherent risks, hazards, and dangers. These risks include, but are not limited to, property damage, bodily injury, disease, strains, fractures, disfigurement, heart attacks, strokes, disfigurement, dehydration, concussions, torn or damages muscles or ligaments, broken bones, burns, sprains, bruises, aggravation of pre-existing injuries or conditions, pain and suffering, loss of consortium, emotional distress, lost wages or earning capacity, lost, stolen or damaged property disability, paralysis, brain damage, and/or death. There may be other risks known, or unknown, or not readily foreseeable at this time and caused by the conduct or

negligent acts of myself, others, Pickle & Taps, LLC, the Releasees, or forces of nature. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in Pickleball, including the use of the property, facilities, staff, equipment, and/or services provided by Pickle & Taps, LLC.

WAIVER AND RELEASE: I, intending to be legally bound, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge and covenant not to pursue legal action against Pickle & Taps, LLC, or its owners, agents, officers, management, instructors, members, independent contractors, employees, other participants, owners and lessors of premises on which the activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, injuries, damage to property, bodily damage wrongful death, loss of services or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or by my own conduct or the conduct of other patrons; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. I specifically understand that I am waiving any claims or actions that I may have at the present time or in the future towards owners, agents, officers or employees of Pickle & Taps, LLC. All staff members have my permission to seek medical attention on my behalf.

APPLICABLE LAW: This Agreement shall be construed under the laws of the State of North Carolina.

SEVERABILITY: Should any of the provisions of this Agreement be held invalid by any competent court, the same shall apply only to the said provision involved and the remaining provisions hereof shall remain valid and enforceable.

I HAVE READ THIS AGREEMENT, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARY AND INTEND BY MY ELECTRONIC SIGNATURE OR PHYSICAL SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name (Printed)

FIRST _____ *LAST* _____ DOB _____

email address: _____ *Self-Rating* _____

SIGNATURE _____ *DATE* _____

By signing this agreement on behalf of the minor named below, I acknowledge and agree that all terms, conditions, waivers, releases, and assumptions of risk stated herein apply equally to the minor. I affirm that I have the legal authority to sign on behalf of the minor and that I fully understand and accept all responsibilities and liabilities set forth in this agreement for both myself and the minor. This includes, but is not limited to, the minor's adherence to all rules and policies, the assumption of all inherent risks associated with participation in Pickleball activities, and the waiver and release of all claims against Pickle & Taps, LLC and its representatives.

Minor's Name (Printed)

FIRST _____ *LAST* _____