

POPS SOCIETY WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

By signing this document you may waive or give up specific legal rights, including the right to claim damages following an accident. Please read carefully. This Release Agreement shall apply to all subsequent membership renewals.

Participant's Name: _____ Phone #: _____

(Please print, first, last)

Address: _____ Email _____

Assumption of Risks

By signing this Release Agreement, I acknowledge that I am aware or that I have been made aware that participating in the sport of pickleball involves many risks, dangers and hazards inherent to the sport of pickleball including, but not limited to: collision with other persons or objects; being struck by a paddle; being hit by a ball; the risk of stroke, heart attack or other similar life threatening conditions caused by physical exertion; the risk of personal injury including, but not limited to, strains, sprains, fractures, brain injury, spinal cord injury including paraplegia or quadriplegia, or death; loss of balance or control; slips, trips and falls; negligent first aid; failure to act safely or within one's own ability;

I freely accept and fully assume all such standard, common and reasonably foreseeable risks, dangers and hazards inherent to the sport of pickleball and the possibility of personal injury, death, or property damage or loss resulting therefrom. I acknowledge that I am responsible for my choice to participate in the sport of pickleball after being notified of the above-mentioned risks, dangers and hazards and that the level of risk, danger and hazard that may affect me personally may be affected by my skill level and experience in the sport of pickleball, as well as any precautionary measures that I may or may not have taken to avoid such risks, dangers and hazards and my chosen reaction in any given situation while participating in the sport of pickleball.

Release of Liability, Waiver of Claims and Indemnity Agreement

1. To waive any and all claims that I have or may have in the future against any of The Releasees, and to Release the Releasees from any and all liability for any material loss or damage, or expense that I may suffer, or that my next of kin may suffer, as a result of the realization of any normal, common and reasonably foreseeable risk(s) that is(are) due to my participation in the sport of pickleball, unless caused by the intentional or gross fault of the Releasees.
2. That, in the event that I suffer bodily or moral injury as a result of my participation in the sport of pickleball and that such injury is not caused as a result of the realization of any normal, common and reasonably foreseeable risk that is inherent in the sport of pickleball, my awareness of the disclosures of risk, danger and hazard expressed in the present release may be considered as a contributory fault on my part and that I may, as a result, be considered in the apportionment of liability for any injury that I suffer in the event that I take any legal action against the Releasees.

3. To hold harmless and indemnify the Releasees from any and all liability for any damage to property or personal injury to any third party, resulting from my use of or presence on the premises.
4. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
5. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of BC and no other jurisdiction.
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of BC, and shall be within the exclusive jurisdiction of the Courts of the Province of BC.

By entering into the Release Agreement I am not relying upon any oral or written representations or statement made by the Releasees with respect to the safety of pickleball other than what is set forth in this Agreement.

I have read and understand this release agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Signed this _____ day of _____ 20_____

Signature of Member: _____

Signature of Parent/Guardian _____ Age of Minor _____

Print Name of Parent/Guardian _____