

Smoky Mountain Pickleball Club (rev 11/2023)

Waiver of Liability and Dues

In consideration of the Smoky Mountain Pickleball Club 2, its officers and members making available to me the facilities and / or equipment to enable me to participate in the sport of Pickleball and related activities, I agree as follows:

Assumption of Risk

I fully understand and acknowledge that: (a) risks and dangers exist in my participation in Pickleball and any related incidental activities, and I appreciate the nature of such risks; (b) my participation in such activities and / or use of the necessary equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fracture, partial and / or total paralysis, death or other ailments that could cause serious disability, and (c) these risks and dangers may be caused by the negligence of the officers or other members of the Smoky Mountain Pickleball Club, 2 the negligence of other participants, or by accidents. I hereby assume all risks and dangers and all responsibility for any losses and / or dangers, whether caused in whole or in part by the negligence or conduct of other participants, the members, officers, or employees of the Smoky Mountain Pickleball Club 2 or by any other person. I fully understand and acknowledge that Pickleball involves vigorous physical activity, and that I will limit my activities to those consistent with my fitness level and degree of agility.

I am hereby informed, understand and agree that Smoky Mountain Pickleball Club 2 will not be responsible for any personal injury or property damage that may result from or arise out of my participation in such activities and hereby assume all risks and hazards incidental thereto.

Waiver of Liability-

Therefore, I, intending to be legally bound, do hereby for myself, my heirs, executors and administrators, waive, release, and indemnify the Smoky Mountain Pickleball Club 2, its officers and members from any and all claims, suits, or causes of action for personal injury and / or property damage, or otherwise, of whatever kind or nature that I may have against Smoky Mountain Pickleball Club 2, its officers, employees, agents, volunteers, and / or persons acting on behalf of any of the forgoing entities, arising out of my use of equipment, participation in this activity or any related incidental activities.

I swear that I am participating voluntarily, and that all risks have been made clear to me, that I have been given the opportunity to read and understand this Waiver of Liability, and that I understand that I may consult legal counsel concerning this Waiver, and that I have been given the opportunity to ask questions about the Waiver and any questions have been answered to my satisfaction by a member of the Smoky Mountain Pickleball Club. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND BY SIGNING BELOW I FORFEIT ALL RIGHT TO BRING A SUIT AGAINST THE SMOKY MOUNTAIN PICKLEBALL CLUB AND ITS OFFICERS FOR ANY REASON. I WILL ALSO MAKE EVERY EFFORT TO OBEY SAFETY PRECAUTIONS AS LISTED IN WRITING OR AS EXPLAINED TO ME VERBALLY. I WILL ASK FOR CLARIFICATION WHEN NEEDED

Printed Name

Signature

Email _____ **Phone** _____

Emergency Contact/Phone _____

Grace Period/Date

Visitor

Paid