E.H. PICKLEBALL CLUB

Waiver, Release of Liability, Assumption of Risk, and Media Release

151 Roberts Street, East Hartford, CT 06108 · https://www.eh-pickleball.net · easthartfordpickleballclub@gmail.com

READ CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING AGREEMENT THAT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. DO NOT SIGN UNTIL YOU HAVE READ AND UNDERSTOOD IT.

In consideration of being permitted to enter the premises of E.H. Pickleball Club and to participate in any activity there, I agree to the following:

1. Definitions. "Club" means E.H. Pickleball Club at 151 Roberts Street, East Hartford, Connecticut. "Released Parties" means the Club; H.E.A.L. picklebALL commUNITY L.L.C.; East Hartford Tennis Club and East Hartford Racquet Club; the owner and landlord of the premises; and each of their owners, officers, directors, members, managers, employees, independent contractors, teaching professionals, coaches, referees, volunteers, agents, successors, and assigns. "Activities" means all use of the Club's facilities, courts, equipment, grounds, and parking areas, and participation in or spectating at any Club program, including open play, reserved court time, lessons, clinics, leagues, tournaments, socials, youth and adaptive programs, and special events.

2. Assumption of Risk. I understand that the Activities involve inherent risks of injury that cannot be eliminated regardless of the care taken by the Released Parties. These risks include, without limitation: slips, trips, and falls; collisions with the court surface, walls, nets, net posts, fencing, dividers, benches, or other structures; collisions or contact with other participants, spectators, or staff; being struck by a ball, paddle, or other object; sprains, strains, fractures, dislocations, torn ligaments and tendons, and overuse injuries; dental and eye injuries, including loss of vision; head injury, concussion, spinal injury, and paralysis; cardiac events, stroke, heat illness, and dehydration; injury arising from equipment failure or facility or court conditions; exposure to communicable illness; the negligent, careless, reckless, or intentional acts of other participants, guests, or third parties; delay in or inadequacy of emergency medical response; and injuries resulting in temporary or permanent disability, disfigurement, or death. I knowingly, freely, and voluntarily assume all such risks, known and unknown, and accept full responsibility for any injury, illness, disability, death, or property loss I may suffer.

3. Release and Waiver of Liability. For myself and on behalf of my spouse, children, parents, guardians, heirs, executors, administrators, personal representatives, and assigns, I RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Released Parties from any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses, including attorneys' fees, arising out of or connected with my participation in the Activities or my presence on the premises, including any claim based in whole or in part on the ordinary negligence of any Released Party. This release does not apply to conduct that is grossly negligent, reckless, willful, wanton, or intentional, or to any liability that may not be released or limited under Connecticut law.

4. Indemnification. I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any claim, liability, damage, loss, judgment, cost, or expense, including reasonable attorneys' fees, brought by or on behalf of me, a minor in my care, or any third party, arising out of my acts or omissions, my use of the premises, or my breach of this Agreement.

5. Physical Condition and Medical Consent. I represent that I am in good physical health and know of no condition that would make participation unsafe for me or others. The Club has not performed and is not qualified to perform any medical or fitness screening; the decision to participate is mine alone, and I have been advised to consult a physician first. I authorize the Club to summon emergency medical assistance on my behalf and consent to emergency treatment, evaluation, and transport by qualified personnel, and I accept full financial responsibility for those costs. I will notify the Club of any change in my health that could affect my safe participation.

6. Rules and Conduct. I will follow all posted Club rules, court and reservation policies, safety instructions, and the reasonable directions of Club staff, and I will wear appropriate non-marking court footwear. The Club may suspend, restrict, or terminate my access without refund for conduct that endangers or harasses others, damages property, or violates Club policy, and may close courts or cancel programming at its discretion.

7. Photo, Video, and Media Release. I grant the Released Parties the irrevocable, royalty-free right to photograph, film, record, and reproduce my likeness, image, voice, and name in connection with the Activities, and to use, edit, publish, and display that material for the Club's promotional, educational, archival, and community purposes in any medium, including print, web, email, social media, and video. I will receive no compensation, have no right to approve the finished material, and waive any claim of invasion of privacy or right of publicity arising from its use. If I do not wish to grant this permission, I will notify Club management in writing, and the Club will make reasonable efforts to exclude me from Club-produced media; the Club cannot control photography by other members, guests, or third parties.

8. Personal Property. The Club does not provide secure storage and is not responsible for loss of, theft of, or damage to personal property, including paddles, bags, phones, keys, eyewear, jewelry, and vehicles, anywhere on the premises.

9. Minors. If I am signing for a participant under 18 years of age, I represent that I am that participant's parent or legal guardian with full authority to sign on their behalf, that I have read and explained this Agreement to them, and that every assumption of risk, release, indemnity, and consent above is given both individually and on the minor's behalf to the fullest extent permitted by Connecticut law. A parent, legal guardian, or designated responsible adult must remain on the premises for participants under 14 unless the minor is enrolled in a supervised Club program.

10. Term. This Agreement is signed once and remains in effect for every future visit, from the date of signature forward, until I revoke it in writing delivered to Club management. Revocation ends my access but does not affect the release of any claim arising before revocation. This Agreement binds my heirs, executors, administrators, personal representatives, and assigns.

11. Electronic Signature. This Agreement may be signed and delivered electronically, including through the Club's reservation and membership platform, and my electronic signature, checkbox acceptance, or account confirmation has the same force and effect as a handwritten signature under the federal E-SIGN Act and the Connecticut Uniform Electronic Transactions Act. I consent to receive this Agreement and related records electronically.

12. Governing Law and Severability. This Agreement is governed by Connecticut law without regard to its conflict-of-laws provisions, and any action arising from it or from the Activities shall be brought exclusively in the state or federal courts located in Hartford County, Connecticut. If any provision is held invalid or unenforceable, it shall be severed and enforced to the greatest extent permitted by law, and the remaining provisions shall continue in full force. This is the entire agreement on this subject, and no Club employee, contractor, or volunteer has authority to modify or waive any part of it.

I HAVE READ THIS ENTIRE AGREEMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND I SIGN IT FREELY AND VOLUNTARILY.

Printed name _____ Signature _____ Date _____

A Place For All

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