



Northern Lights Pickleball Club Membership



Terms and Conditions

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

THIS IS A BINDING LEGAL AGREEMENT BY ACCEPTING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

In full, or partial, consideration as a Participant in activities, programs, classes, services provided and events sponsored or organized by *Northern Lights Pickleball Club* (NLPC) and its affiliated leagues, clubs and teams and the sport of Pickleball, including but not limited to: games, tournaments, practices, training, personal training, dry land training, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

Disclaimer

Northern Lights Pickleball Club (NLPC) its affiliated leagues, clubs and teams, and their respective owner/operators, directors, officers, committee members, members, volunteers, officials, participants, sponsors, owners/operators of the facilities in which the Activities take place, successors and assigns, and representatives (the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description of Risks

I understand and acknowledge and accept that:

1. There is foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; in any form of pickleball and sport(s); and
2. The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming; and
3. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in this program and that my equipment is mechanically fit and appropriate for use in this program; and
4. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
5. All applicable rules must be followed and at all times, the sole responsibility for personal injury remains with me; and

6. I will immediately remove myself from participation and notify the nearest club official(s) or facility employee(s) if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical or emotional or mental fitness for continued participation in the program; and

7. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities which could result in damage, loss, serious physical injury, or death. The risks, dangers and hazards include, but are not limited to, injuries from: and

a) **Health:** executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.

b) **Premises:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, fences, equipment or persons; dangerous, unsafe, or irregular conditions on playing surfaces, extreme weather conditions; travel to and from the premises.

c) **Use of Equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.

d) **Contact:** contact with Pickleballs, Pickleball Paddles, other equipment, nets, fences, or other persons, whether intentional or unintentional, is a common part of Pickleball programs, and may lead to serious bodily injury, including but not limited to concussions or other brain injury, or serious spinal injury.

e) **Advice:** negligent advice regarding Pickleball programs.

f) **Ability:** Failing to act safely or within my own ability or within designated areas.

g) **Sport:** the game of Pickleball and its inherent risk.

h) **Cyber:** privacy breaches, hacking, technology malfunction or damage.

i) **Conduct:** My conduct and conduct of other persons including any physical altercation between Pickleball participants.

j) **Travel:** Travel to and from the Activities.

k) **Negligence:** My negligence and negligence of other persons, including **NEGLIGENCE ON THE PART OF THE ORGANIZATION**, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of Pickleball programs, some of which are referred to above.

8. I hereby grant the NLPC permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other

consideration. I understand and agree that all photos will become the property of the NLPC and will not be returned and no royalty or fee will be paid.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in any NLPC sanctioned event even if arising from negligence or gross negligence, including any compounding or aggravation, of injuries caused by negligent rescue operations or procedures, of any one or more of the event organizers, the event venues, and any and all persons associated therewith or participating therein in any manner or fashion whatsoever; and

2. ***FULL AND FINAL RELEASE AND WAIVER OF*** liability ***AND ALL CLAIMS*** that I have or may in the future have against the NLPC, the event venues, and their respective directors, officers, employees, servants, agents and representatives, all advertisers, volunteers, and all others participating in the program, (all of whom are collectively referred to as the Releases) from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or presence at, the program due to any cause whatsoever,

INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.

3. ***AN AGREEMENT NOT TO SUE THE RELEASEES*** for any loss, injury, costs or damages of any form or type, howsoever caused or arising directly or indirectly from my participation in any aspect of the program, and

4. ***AN AGREEMENT TO SAVE and HOLD HARMLESS the RELEASEES***, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise, whether directly or indirectly from participation in any aspect of the program; and

5. ***AN AGREEMENT*** that this document be governed by the laws, and in the courts, of the Province in which the program is held.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ACCEPTING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I ACCEPT THIS DOCUMENT KNOWING AND APPRECIATING ITS CONSEQUENCES

I understand that there are physical risks involved in playing pickleball including (but not limited to) injury related to rapid movement, falling down, being hit by balls or paddles, collision with walls, nets and other players.

I agree to be responsible for any injury I may receive and in the event of injury, I agree to relieve the *Northern Lights Pickleball Club*, their officers, directors, and volunteers and hold them harmless from any and all liability including negligence, loss, illness, damage, expense, injury or death, that I may suffer.

CODE OF CONDUCT

Every member of the *Northern Lights Pickleball Club* (NLPC) pledges as follows:

1. I will not engage in unsportsmanlike conduct or encourage others to do so.
2. I will not engage in any behavior that would endanger the health, safety, or well-being of others.
3. I will not engage in the use of profanity.
4. I will treat others with respect.
5. I will exhibit fairness and honesty in my dealings with others.

NLPC encourages its members to be vigilant in applying these codes, to constantly demonstrate good sportsmanship and to bring any concerns to the attention of the NLPC Board.

As a member, I will accept electronic communications (emails) from the club in order to learn of club business and will be responsible for understanding all policies that pertain to my conduct and membership, on and off the courts.

PRIVACY POLICY

The *Northern Lights Pickleball Club* (NLPC) takes your privacy seriously. This Policy describes the way that NLPC will, subject to applicable legal requirements, adhere to all relevant federal and provincial legislative privacy requirements. Any changes will be immediately posted to the NLPC website.

What this Privacy Policy covers:

This policy covers how NLPC treats Personal Information that we collect and receive from you. Personal information is information about you that contributes to you being personally identifiable such as your name, address, email address, phone number, gender or age.

Personal Profile:

The personal information we retain is voluntarily provided by you at the time of NLPC Membership registration and is required for the management of the pickleball program.

You are responsible to ensure that your personal information is accurate and may update it at any time by contacting NLPC by email at northernlightspickleball@gmail.com or going into your personal profile on the website.

Retention of Personal Information:

Your personal information will be deleted 13 to 25 months after you cease to be a Member in Good Standing with the NLPC. (The information is retained 13 to 25 months primarily to enable you to easily re-activate your membership.)

Information Sharing and Disclosure:

NLPC does not rent, sell or share personal information about you with other individuals, public organizations or companies without your permission. NLPC only sends you information that is related to NLPC events,

pickleball events and general information about the sport of pickleball. With registration in NLPC, your information is shared with *Pickleball Canada Organization* (PCO), *Pickleball Alberta* (PA) and member clubs of PCO and PA, for membership purposes and preparation and coordination of organized pickleball events. PCO, PA and member clubs of PCO and PA are bound by the Personal Information Protection and Electronic Documents Act (PIPEDA) and Personal Information Protection Act (PIPA) respectively.

If you volunteer for or fill any club position, your basic contact information, such as your name, email address and phone number, may be shared with other club members or all club members to facilitate club team/committee work, organizational work, play sessions or other club-sanctioned activities.

If facilitated by an information technology used by our club, a member may allow specified portions of their membership information to be published in an online directory, visible only to other members, to facilitate social interaction and to organize play sessions. Members will have control over the parts of their information published in the directory and will have the option to be excluded completely from the directory.

We limit any additional access to personal information to club Board members, Committees and Club Volunteers who we believe reasonably need to use that information in order to perform the duties they have been assigned to undertake on behalf of NLPC.

Security:

NLPC takes strong measures to protect the security of your personal information and to ensure that your choices for its intended use are honored. We take strong precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration or destruction.

Enforcement:

If for some reason you believe NLPC has not adhered to this Policy, please notify us by email at northernlightspickleball@gmail.com and ensure that "Privacy Concern" is included in the subject line.

I CERTIFY THAT I, _____ (print full name), on this day _____ of this month _____, 20_____, in the city of Calgary, Alberta, Canada. HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

Signature of Member: _____

Name of Witness: _____ (please print full name)

Signature of Witness: _____