**SARNIA LAMBTON PICKLEBALL CLUB “RELEASE AGREEMENT”**

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

**PLEASE READ CAREFULLY**

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL SUBSEQUENT MEMBERSHIP RENEWALS.**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**To:** Sarnia Lambton Pickleball Club and their respective executive board, directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, assigns, and fellow members (hereinafter collectively referred to as “Releasees”).

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Province: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_

**ASSUMPTIONS OF RISK**

I am aware that participating in the sport of pickleball involves many risks, dangers and hazards including, but not limited to: collision with other persons or objects; being struck by a paddle; being hit by a ball; the risk of heart attack, stroke, or other similar life threatening conditions caused by physical exertion; the risk of personal injury including but not limited to, strains, sprains, fractures, eye injuries, 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; negligence of other persons; and, negligence on the part of the Releasees.

I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from risks, dangers and hazards referred to above. I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, or property damage or loss resulting therefrom.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees accepting my application for membership and permitting my use of the facilities and premises provided by the Releasees, I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against the Releasees, and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the sport of pickleball including, but not limited to, my use of the facilities and premises due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under provincial occupiers liability legislation on the part of the Releasees. I understand that negligence includes the failure on part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards referred to above.
2. To hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities and premises;
3. 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;
4. 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 Ontario and no other jurisdiction; and
5. Any litigation involving the parties of this Release Agreement shall be brought solely within the Province of Ontario, and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Release Agreement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of pickleball other than what is set forth in this Release Agreement. I agree that it is my own responsibility to understand the dangers and to decide if playing in the facilities or premises is unsafe, understanding that if I believe play to be unsafe, that upon discussion with the club executive I will receive a refund for the remaining portion of membership or unused court fees.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Signature of Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_