

# DPA Ball Machine Waiver Agreement

January 1, 2022 – December 31, 2022

Delta Pickleball Association (DPA) Ball Machine Waiver Agreement and Liability Release Agreement. I, accept for use the equipment listed on the “Shasta” sign out form, and accept full responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement, at full value, of any equipment loaned to me under, but not returned to the designated Delta Pickleball equipment lender. I understand that the sport of pickleball and pickleball equipment involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from this activity, or which relate in any way to the use of this equipment. I understand that training and eye protection designed for use will help reduce the risk of some types of injuries to the user. I AGREE TO RELEASE AND HOLD HARMLESS Delta Pickleball Association, its volunteers, executive, and the equipment manufacturers and distributors and their successors in interest (collectively ‘PROVIDERS”), from all liability for injury, death, property loss and damage which results from the equipment user’s participation in the sport of pickleball for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause. I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment. This agreement is governed by the applicable law of this province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. For the safety of our members, Delta Pickleball Association highly suggests eye protection and training.

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

User’s Printed Name: : \_\_\_\_\_

User’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_