

Liability Release and Photo Release

Liability Release

TO: PICKLEBALL CANADA ORGANIZATION, and its affiliated provinces and territories and its local associations and clubs, and their respective directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

ASSUMPTION OF RISKS

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 stroke, heart attack or other similar life threatening conditions caused by physical exertion; the risk of personal injury including, but not limited to, strains, sprains, fractures, 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 THE 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 in the Pickleball Canada Organization **and, as applicable, my affiliated province or territory and local association or club,** and permitting my use of the facilities and premises provided by the Releasees (hereinafter "the premises"), 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 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 ANY 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 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 or Territory of [insert home province or territory] and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province or Territory of [insert home province or territory], and shall be within the exclusive jurisdiction of the Courts of the Province or Territory of [insert home province or territory].

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of pickleball other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY AGREEING TO THIS 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.

Photo Release

I understand that in the course of activities, representatives of the Fuller Lake Pickleball Club, members and non-member participants may take photographs, videos or voice recordings of me, and that these photographs and recordings maybe submitted to the Club website, social media or newspapers to be used to promote pickleball and the Fuller Lake Pickleball Club. By joining the Fuller Lake Pickleball club, I grant permission to the Fuller Lake Pickleball Club to use these photographs and recordings and I hereby waive any right to inspect or approve the photographs or recordings that may be used, whether that use is known to me or unknown. I also waive any right to royalties or other compensation related to or arising from the use of the photographs or recordings, in conjunction with them now or in the future.