

# **FROG Pickleball Club**

## **Waiver, Release of Liability, and Code of Conduct Agreement**

I hereby acknowledge that I have voluntarily chosen to participate in pickleball activities at **FROG Pickleball Club** (the “Club”). I understand that participation in pickleball and related activities involves inherent risks, including but not limited to bodily injury, illness, property damage, or loss.

## **Assumption of Risk & Release of Liability**

In consideration of being permitted to participate in Club activities, I knowingly and voluntarily assume all risks associated with such participation, whether known or unknown. I hereby release, waive, and discharge the Club, its owners, employees, agents, contractors, and representatives from any and all claims, demands, damages, liabilities, or causes of action arising out of or related to my participation, including claims resulting from the negligence or fault of the Club or its representatives, to the fullest extent permitted by law.

## **Medical Responsibility**

I acknowledge that I have been advised to obtain medical clearance from a physician prior to participation and affirm that I am physically fit and able to participate. I accept full responsibility for determining my physical condition and assume all risks related thereto.

## **Indemnification**

I agree to indemnify, defend, and hold harmless the Club from any and all claims, damages, losses, costs, or expenses (including attorney's fees) arising from my participation or the participation of any guest or minor for whom I am responsible.

## **Personal Property**

I understand that the Club is not responsible for lost, stolen, or damaged personal belongings. I accept sole responsibility for the care and security of my personal property while on Club premises.

## **Membership Photo Requirement**

As a condition of membership, I understand that I am required to upload or take a photo for my membership profile. This photo will be used solely for identification and verification purposes. Failure to provide an accurate and recent photo may result in suspension of booking privileges or participation.

## **Reservations, Time Limits & Overtime Fees**

The Club operates a reservation system for courts and open play sessions. I agree to respect all scheduled start and end times. The Club utilizes security and monitoring systems to ensure compliance. If I or any member of my party exceeds the allotted reservation or open play time, I authorize the Club to charge applicable overtime fees in accordance with the Club's current fee schedule.

## **Reservation Accuracy, Guest Charges & Fees**

**All court reservations must include every player participating on the court.**

Any player not properly added to the reservation will be considered a guest and will result in a **\$10 guest charge per unregistered player.**

I further acknowledge and agree that **failure to follow Club guidelines, policies, or procedures**—including but not limited to reservation accuracy, overstaying court time, misuse of facilities, or conduct violations—**may result in additional fines or fees**. I accept full responsibility for all charges incurred by myself or any member of my party.

## **Unauthorized or Unregistered Players**

I acknowledge that **bringing any unregistered or unauthorized players onto Club premises or onto the courts is strictly prohibited**. If I bring, allow, or permit any unregistered or unauthorized individual to participate in play or access the courts, **I accept full financial responsibility for their entrance or guest fees**, as determined by the Club's current pricing and policies. I understand that repeated or intentional violations may result in additional fines, suspension, or termination of membership without refund.

## **Code of Conduct**

I agree to uphold a respectful, safe, and inclusive environment. The use of illegal drugs, alcohol abuse, or any substances that impair judgment or endanger others is strictly prohibited on Club premises. Violations may result in suspension or termination of membership without refund.

## **Dress Code**

I agree to wear appropriate athletic attire, including non-marking athletic shoes. Clothing must allow for safe movement and align with the Club's standards. Failure to comply may result in restricted access to courts.

## **Minors**

For participants under the age of 18, a parent or legal guardian must provide consent. By signing, the parent or guardian acknowledges and accepts all risks associated with the minor's participation and releases the Club from any liability related thereto.

## **Media Release**

I grant the Club permission to use photographs or video recordings taken during activities for promotional and marketing purposes, including on the Club's website and social media. I waive any right to inspect or approve such media. Members who do not wish to be included must notify the Club in writing.

## **Acknowledgment & Binding Agreement**

I acknowledge that I have read and fully understand this Waiver and Code of Conduct, and that I am signing it voluntarily and knowingly. This agreement shall be binding upon me, my heirs, executors, administrators, and assigns. By signing, I agree to comply with all Club policies, rules, and regulations.