



LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK

This form is an important legal document. It is critical that you read and understand it completely.

In consideration of my participation in pickleball related activities (“Activity”) at the **MERCER BUCKS PICKLEBALL CLUB** facility located at 370 Sullivan Way, Ewing, NJ (“MBPC”), I acknowledge and agree as follows:

- My participation in Activity at MBPC or an MBPC sponsored event is voluntary.
- I acknowledge and agree such Activity can be difficult and strenuous and there may be dangers inherent for some individuals. I certify that I am healthy enough to participate in the Activity.
- I willingly agree to comply with stated and customary terms and conditions for participation and the Code of Conduct (of which a copy is available to me on request)
- I shall immediately report to the nearest MBPC representative any significant hazardous conditions which may include malfunctioning equipment, spills, leaks, cracks etc.

Release Of All Claims: I, for myself, my heirs and assigns, hereby release, waive and discharge, irrevocably and unconditionally, MBPC and its directors, members, officers, employees, contractors, representatives, agents, instructors and successors from any and all claims and causes of action, costs, expenses, and damages (including punitive damages, liabilities and attorney fees) for negligence, personal injury, emotional distress, death, accidents, illnesses, and/or property loss, damage or theft arising from or in any way related to Activity, including without limitation camps, private or club-organized games, programs, competitions or tournaments held at the MBPC facility or any MBPC sponsored event. This Release shall include, but shall not be limited to, any and all injuries which may occur at any time as a result of: (1) Use of the MBPC facility, equipment and amenities; (2) Instruction, training, or supervised play; and (3) Tripping, slipping and/or falling while at the MBPC facility, including its exterior grounds, adjacent parking lot, sidewalks, etc.

Assumption Of Risk: I acknowledge and agree that participation in Activity at the MBPC facility or any MBPC sponsored event carries with it certain inherent risks that cannot be eliminated. The specific risks may include (1) minor injuries such as bruises, sprains and dehydration, (2) more significant injuries such as eye injuries, joint or back injuries, broken bones, heart attacks, and concussions, and (3) catastrophic injuries such as paralysis and death. I understand and appreciate that these and other risks are inherent in playing pickleball and I knowingly assume all such risks.

Use of Image Permission: By participating in Activity at MBPC, I consent to the use of any images via photography, film, or videotape of the activity in marketing or promotional materials.

Severability. If any portion of this Liability Waiver, Release and Assumption of Risk (“Agreement”) shall be deemed by a court of competent jurisdiction to be invalid, then the remainder shall remain in full force and effect and the offending provision or provisions shall be severed here from.

Acknowledgment of Understanding: I have read this Agreement. I fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing freely and voluntarily and intend this Agreement by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name (printed): _____ Date: ____/____/____

Signed _____



RELEASE, WAIVER AND INDEMNITY AGREEMENT – EVENTS

I, being of lawful age, on behalf of myself and any of my personal representatives, heirs, and next of kin (collectively, the “**Releasor**”), release, waive and covenant not to sue Bethany Christian Services of _____ (“**BCS**”), its parent companies, subsidiaries, affiliates and all of the foregoing’s directors, officers, employees, shareholders, representatives, promoters, sponsors, advertisers, agents, lessors and lessees, including, without limitation Bethany Christian Services (jointly and severally, the “**Released Parties**”) from and against all claims, losses, damages, liabilities or costs arising out of or related to any of the Released Parties’ activities or events, including without limitation personal injury or death. This release applies regardless of any negligence or other wrongful conduct of Released Parties.

I assume full responsibility for and risk of bodily injury, including death due to all activities and conditions, including, without limitation, all risks inherent to driving or riding in a vehicle or on a motorcycle, playing recreational sports, swimming, walking, biking and/or running. I fully understand there are risks, and dangers associated with participation in recreational activities including, without limitation, swimming, running, walking, biking and driving and riding in vehicles or on motorcycles, which could result in serious bodily injury and/or death.

I affirm on behalf of myself that I am in good mental and physical fitness for any recreational or other activities in which I may engage. I affirm on behalf of myself that I will use the appropriate safety equipment (which I am responsible for providing), including but not limited to ear and eye protection, helmets and other protective gear, when engaging in recreational or other activities. To the extent allowed by applicable law, Releasor agrees to indemnify the Released Parties and each of them from any claims, losses, damages, liabilities or costs to the Released Parties for any and all claims which may be brought against any of the Released Parties in connection with my use listed below of BCS’s facilities or real property or related to activities or events sponsored by the Released Parties.

Releasor agrees that this release, waiver, and indemnity agreement (“Release”) is intended to be as broad and inclusive as permitted by the laws of the State of Michigan (without giving effect to conflicts of law principles) and that if any portion of this Release is held invalid, it is agreed that the remaining part of this Release will continue in full legal force and effect. Releasor further releases all officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered to them during participation in an activity, or any event conducted at any facility operated by the Released Parties.

I acknowledge that BCS does not provide health and accident insurance for non-employees and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

Releasor agrees to reimburse BCS and the other Released Parties for actual attorneys’ fees incurred by BCS or the other Released Parties with respect to any claim or lawsuit brought by Releasor against BCS or the other Released Parties if Releasor is not the prevailing party with respect to such claim or lawsuit. **RELEASOR IRREVOCABLY AND UNCONDITIONALLY WAIVE HIS OR HER RIGHTS TO A TRIAL BY JURY IN ANY ACTION THAT ARISES OUT OF OR RELATES TO THIS RELEASE OR THE ACTIVITIES OR EVENTS SPONSORED BY BCS OR THE OTHER RELEASED PARTIES.**

Releasor agrees that this Release may be executed electronically (for example, by electronically clicking a box confirming the terms of this Release) and Releasor’s electronic execution of this Release will be binding on Releasor.

This Release contains the entire agreement between Releasor and the Released Parties with respect to the subject matter of this Release.



I further state that I have carefully read the above Release and know the contents of the Release and sign this Release as my own free act. This Release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital.

Signature

Printed Name

Date

Date of Birth

CONTACT INFORMATION

Please provide us with the following information:

Address

City

State

Zip Code

Email

Phone (participant)

First Person to Contact in an Emergency

Phone for contact person

16519530

Josie's Wish Event Waiver and Release of Liability

Participant Name: _____

Event Name: _____

Event Date: _____

Location: _____

Acknowledgment of Risk

I, the undersigned participant (or parent/legal guardian if the participant is under 18), acknowledge that my participation in this event involves physical activity, which may include, but is not limited to, running, walking, jumping, and other forms of movement. I understand that participation in such activities carries inherent risks, including but not limited to bodily injury, illness, permanent disability, and even death. I voluntarily assume full responsibility for any risks, injuries, or damages, known or unknown, that I might incur as a result of my participation in this event.

Release of Liability

In consideration of being permitted to participate in this event, I hereby release, waive, discharge, and covenant not to sue Josie's Wish, its organizers, sponsors, volunteers, and affiliated entities (hereinafter referred to as "Released Parties") from any and all liability, claims, demands, or causes of action arising out of or related to any injury, illness, or damages that may occur during or as a result of my participation in this event.

Medical Treatment Authorization

I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the event. I understand that I am responsible for any medical expenses incurred as a result of any injury or illness sustained during the event.

Photographic and Media Release

I grant Josie's Wish and its representatives permission to use photographs, videos, or other media recordings of me taken during the event for promotional, marketing, and fundraising purposes without compensation.

Acknowledgment and Signature

I have read and fully understand this Waiver and Release of Liability, and I voluntarily agree to its terms. I understand that by signing this document, I am waiving certain legal rights that I or my heirs may have against the Released Parties.

Participant Signature: _____

Date: _____

Parent/Guardian Signature (if participant is under 18): _____

Date: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____