

RELEASE, ASSUMPTION OF RISK/INDEMNIFICATION AGREEMENT

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 BCPC facility located at 101 N Summit Street, Tenafly NJ and all satellite locations at which such **pickleball-related** activities are conducted, including without limitation the Kaplen JCC on the Palisades (collectively, "BCPC")

I acknowledge and agree as follows:

- I am voluntarily participating in Activity at BCPC or at an BCPC-sponsored event.
- I acknowledge and agree such Activity may be difficult and strenuous and there may be dangers inherent for some individuals.
- 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 BCPC representative any significant hazardous conditions to 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, BCPC and their 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 BCPC facilities or any BCPC sponsored event. This Release shall include, without limitation, any and all injuries which may occur as a result of: (1) Use of the BCPC facilities, equipment, and amenities; (2) Instruction, training, or supervision; and (3) Tripping, slipping and/or falling while at the BCPC facilities, including exterior grounds, adjacent parking lots, sidewalks, etc.

Acceptance of Risk. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. Such risks expressly include physical injury sustained while playing pickleball, being present on or near pickleball courts, or any related activity at BCPC facilities. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of BCPC employees or others, including negligent emergency response or rescue operations of BCPC. I understand that BCPC cannot guarantee that I will not be injured while at BCPC facilities or during my participation in the Activity. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF BCPC OR OTHERWISE.

Representations. I confirm that I am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity. I will also follow all instructions, recommendations, and cautions of BCPC at all times. I agree not to participate in the Activity if I have been

drinking alcohol in amounts sufficient to impair my ability to safely participate in the Activity or using any other drugs that may affect my ability to use the BCPC facilities safely. If at any time I believe conditions to be unsafe, that I am no longer in proper physical or mental condition to participate in the Activity I will immediately discontinue further participation in the Activity. I acknowledge that BCPC is relying on these statements to allow me to participate in the Activity.

Medical Treatment. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless BCPC from any claim based on such treatment or other medical services.

Use of Image Permission: By participating in Activity at BCPC, 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 Release, Assumption of Risk, and Indemnification 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.

Cancellation Policy: Cancellations made more than forty-eight (48) hours prior to the scheduled reservation will be issued as club credit ONLY. No credit card refunds will be provided. Cancellations made within forty-eight (48) hours of the scheduled reservation or event are non-refundable.

Acknowledgment of Understanding: I have read this Release, Assumption of Risk, and Indemnification Agreement, 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.

Signature:

Date:
