



Pavilion of Pickleball
685 Racquet Club Way
Knoxville, TN 37923

Release of Liability for Participation in Activities at the Pavilion of Pickleball
(Read Carefully – This limits your legal rights)

In exchange for participation in the activity of playing pickleball and use of the property, facilities, instruction and services of the Pavilion of Pickleball, LLC, 685 Racquet Club Way, Knoxville, TN 37923, (referred to as POP) I :

NAME (Print): _____

Phone #: _____

Email: _____

. ZIP CODE _____

Name of Member whose guest you are or who referred you: _____

I agree for myself and (if applicable) my family to the following:

1. **ASSUMPTION OF THE RISKS AND RELEASE:** I recognize that there are certain inherent risks associated with the activity of pickleball and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge POP for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of the Pavilion of Pickleball whether caused by the fault of myself, my family, POP or other third parties.
2. **INDEMNIFICATION:** I agree to indemnify, release, hold harmless and defend POP against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of the Pavilion of Pickleball.
3. **FEES:** I agree to pay for all damages to the facilities of POP caused by any negligent, reckless or willful acts by me or my family.
4. **APPLICABLE LAW:** Any legal or equitable claim that may arise from participation in the above shall be resolved under the Laws of the State of Tennessee, County of Knox.
5. **NO DURESS:** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that POP has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
6. **ARM'S LENGTH AGREEMENT:** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, on any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as a drafter of a specific term, language, or provision giving rise to such ambiguity.
7. **DISPUTE RESOLUTION:** the parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using mediation in accordance with any statutory rules of mediation.
8. **AGREE TO FOLLOW DIRECTIONS:** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by POP employees, representatives or agents.
9. **EMERGENCY CONTACT:** In case of emergency, please call:

NAME: _____

Phone #: _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTOOD THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

SIGNED: _____

DATED: _____