

# WAIVER OF LIABILITY, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

**IMPORTANT: THIS IS A LEGAL DOCUMENT FOR THE DINK TANK, LLC AND ITS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY, “THE DINK TANK”). PLEASE READ CAREFULLY AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING THIS RELEASE, ASSUMPTION OF RISK, PERMISSION AND INDEMNITY AGREEMENT. THIS IS A BINDING LEGAL AGREEMENT AND BY SIGNING IT YOU ARE WAIVING CERTAIN LEGAL RIGHT**

## 1. ASSUMPTION OF RISK

I, the undersigned, acknowledge and understand that participation in pickleball and related activities at **The Dink Tank, LLC** (hereinafter “The Dink Tank”) involves inherent risks, including but not limited to:

- Slips, trips, and falls
- Collisions with other players, walls, or equipment
- Sprains, strains, or other physical injuries
- Risks associated with the use of courts, paddles, nets, and other facility equipment
- Risks of exposure to communicable diseases, including but not limited to COVID-19

I voluntarily assume **full responsibility for any risks, injuries, or damages** that may occur while using The Dink Tank's facilities, participating in any activities, or engaging in any events on or off-site.

## 2. RELEASE OF LIABILITY & WAIVER OF CLAIMS

In consideration of being allowed to participate in activities at The Dink Tank, I hereby release, discharge, and hold harmless **The Dink Tank, LLC, its owners, managers, employees, volunteers, sponsors, representatives, and affiliates** (collectively, “Released Parties”) from any and all claims, demands, actions, or causes of action arising out of or related to:

- **Personal injury, illness, or death** sustained while using the facility or participating in any activities.
- **Property loss or damage** to personal belongings brought into the facility.
- **Negligence** of The Dink Tank or its representatives, except where prohibited by law.

This waiver applies to **any and all claims**, whether known or unknown, **foreseen or unforeseen**, that may arise from my participation at The Dink Tank.

## 3. MEDICAL TREATMENT RELEASE

I authorize **The Dink Tank staff and personnel** to obtain medical assistance, including calling emergency medical services, in the event of an injury or medical emergency. I understand that I am **solely responsible for all medical costs** associated with any injury sustained at the facility.

#### **4. FACILITY RULES & CODE OF CONDUCT**

I agree to abide by **The Dink Tank's Code of Conduct and Facility Rules** and acknowledge that failure to follow them may result in my removal from the premises **without refund**.

#### **5. PHOTO & VIDEO RELEASE**

I grant The Dink Tank permission to use my image, likeness, or video recordings taken at the facility for **promotional and marketing purposes**, including on social media and other advertising platforms.

#### **6. MINOR PARTICIPANTS (IF APPLICABLE)**

I, the undersigned parent and/or legal guardian of the minor participant, acknowledge and understand the nature of the activities offered at **The Dink Tank** and the risks involved. I affirm that the minor participant is physically capable, in good health, and qualified to engage in these activities.

In consideration of the minor's participation, I hereby **release, discharge, and agree not to sue** The Dink Tank, LLC, its owners, employees, volunteers, sponsors, and affiliates from any and all liability, claims, demands, losses, or damages arising out of or related to the minor's participation, whether caused in whole or in part by the negligence of The Dink Tank or otherwise, including any claims arising from emergency medical treatment or negligent rescue operations.

Furthermore, I agree to **indemnify and hold harmless** The Dink Tank from any litigation expenses, attorney fees, liabilities, damages, or costs incurred due to any claim made on behalf of the minor participant.

#### **Other Terms & Acknowledgments**

I understand that I am responsible for wearing **appropriate clothing and equipment** while participating in any activities at **The Dink Tank**, including but not limited to proper footwear and protective gear as necessary. I acknowledge that failure to use proper equipment may increase the risk of injury, and I assume full responsibility for ensuring my compliance with safety standards.

I recognize that this **Waiver of Liability and Release Agreement** constitutes a **legally binding contract** between **The Dink Tank** and me, as the participant or the parent/guardian of a minor participant.

By signing this agreement, I affirm that:

- I am of **sound mind** and **not under the influence** of alcohol, drugs, or any intoxicants that could impair my ability to read, understand, or consent to this document.
- I have had the opportunity to **consult with legal counsel** before signing this agreement.
- I am signing this **freely and voluntarily**, without coercion or duress.
- No **oral statements or representations** outside of this written agreement have been made to influence my decision.
- By clicking "Submit" or signing this document, I confirm that I have **read, understand, and agree** to all terms and provisions outlined.
- I accept full responsibility for reviewing and complying with **The Dink Tank's policies and rules** at all times.

## 7. AGREEMENT TO WAIVE LEGAL RIGHTS

I HAVE READ AND UNDERSTAND THIS WAIVER OF LIABILITY, RELEASE, AND ASSUMPTION OF RISK AGREEMENT. I VOLUNTARILY AGREE TO THESE TERMS AND UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY SIGNING BELOW.

**Participant Name (Print):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact Name & Phone Number:** \_\_\_\_\_

**If Participant is a Minor:**

**Parent/Guardian Name (Print):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### For Internal Use Only:

- Waiver Verified
- Participant Added to System
- Staff Initials: \_\_\_\_\_

**Questions? Contact us at [hello@dinktankpickle.com](mailto:hello@dinktankpickle.com)**

