

TERMS OF SERVICE AND RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND THE DOCUMENT AND ALL OF ITS TERMS BEFORE SIGNING OR OTHERWISE AFFIRMING YOUR AGREEMENT TO THIS TERMS OF SERVICE AND RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT.

THIS IS A BINDING LEGAL AGREEMENT AND BY SIGNING IT OR OTHERWISE ASSENTING TO THE AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

This Terms of Use and Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement ("Agreement") is between you (whether a Member or Guest) ("you," "your," "Member," or "Guest") and CAROLINA PICKLEBALL CLUB, LLC ("CAROLINA PICKLEBALL CLUB," "our," "we," or "us"). The terms "CAROLINA PICKLEBALL CLUB," "our," "we," and "us" include all parents, subsidiaries, directors, officers, members, managers, board members, employees, contractors, investors, consultants, agents, volunteers, servants, insurers, attorneys, successors, assigns, representatives, spouses, executors, personal representatives, and heirs. The terms "you," "your," "Member," or "Guest" include all of your spouses or partners, children or other minors for whom you are legally responsible and/or for whom you are authorized to provide consent, heirs, personal representatives, beneficiaries, and assigns.

Definitions:

1. **Premises:** Includes CAROLINA PICKLEBALL CLUB's centers, facilities, courts, buildings, lobby, mezzanine, cafes, locker rooms, party rooms, restrooms, showers, storage areas, hallways, and all other indoor areas, as well as all outdoor areas, including without limitation, parking lots, courtyards, entryways, and sidewalks.
2. **Activities:** Includes all pickleball or other games, matches, tournaments, leagues, clubs, camps, classes, clinics, programs, sessions, corporate events, non-profit events, special events, athletic events, parties, amenities, benefits, observation, and any other products, equipment, services, events, or activities sponsored, endorsed, provided, or operated by CAROLINA PICKLEBALL CLUB.
3. **Piggybacking:** Occurs when an authorized person who has access to one of our facilities deliberately grants or enables access to an unauthorized player to defeat CAROLINA PICKLEBALL CLUB's terms of use, security, or payment of fees. An authorized person may grant access to companion(s) who will not be playing on any court and for whom they assume full responsibility for conduct and any damages caused by their conduct.

4. **Incident:** Any unplanned event or circumstance that occurs at CAROLINA PICKLEBALL CLUB which may disrupt normal operations, compromise safety, or require intervention.
5. **Injury:** Any physical harm, damage, or impairment sustained by a participant or individual at CAROLINA PICKLEBALL CLUB, whether minor or severe.
6. **Emergency:** A serious, unexpected, and often dangerous situation requiring immediate action, such as medical emergencies, fire, or severe weather events.
7. **Reporting Procedures:** The established methods and protocols for documenting and notifying appropriate personnel about incidents, injuries, emergencies, or safety concerns at CAROLINA PICKLEBALL CLUB.

This Agreement is entered into by you in consideration of being permitted to become a Member at CAROLINA PICKLEBALL CLUB and/or being permitted to participate in any way (whether as a Member, Guest, or otherwise) in the CAROLINA PICKLEBALL CLUB Activities and use of the CAROLINA PICKLEBALL CLUB Premises, including all facilities, products, services, and equipment.

BY SIGNING BELOW OR CLICKING THE APPLICABLE BOX ON THE MEMBER APPLICATION AND/OR GUEST OR EVENT REGISTRATION, YOU ACKNOWLEDGE AND EXPRESSLY AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THIS AGREEMENT AND ALL OF ITS TERMS.

By your signature (handwritten or electronic) and/or click to assent to this Agreement, you further acknowledge and agree that you have read, understood, and agree to our Privacy Policy available at: www.carolinapickleball.net, which includes your express permission to contact you by email and telephone and send you prerecorded messages and text/SMS messages using automated technology to the telephone number(s) you have provided unless you choose to opt out of receiving such communications in the manner described in the Privacy Policy.

At CAROLINA PICKLEBALL CLUB, all policies, procedures, rules, and regulations ("Rules") that we may implement from time to time, including those contained in this Agreement or published elsewhere, are designed to ensure the safe, enjoyable, and healthy use of our Premises and Activities by you, our members, and Guests. This Agreement and all its terms apply to your conduct when on the Premises, participating in any Activities, and using any of CAROLINA PICKLEBALL CLUB's facilities, products, services, or equipment.

As a member or Guest of CAROLINA PICKLEBALL CLUB, you are responsible for reviewing and complying with all of our Rules and this Agreement at all times. The most recent version of this Agreement is available at: www.carolinapickleball.net. You may also request a paper copy of this Agreement. Other Rules may be published elsewhere on the Premises or otherwise provided to you.

We may amend the terms of this Agreement, including those related to our Rules or terms of use, at any time without your prior knowledge or consent. Your continued membership, use of the Premises, or participation in any Activities signifies your consent to such amendments

(except that any amendments to the Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement portions of this Agreement will require your signature (handwritten or electronic), click, or other evidence of express assent).

CONSEQUENCES OF VIOLATING AGREEMENT: If you violate any terms of this Agreement or any of our Rules (including, without limitation, the Code of Conduct below), your membership, access to the Premises, participation in any Activities, or use of our facilities, products, services, or equipment may be immediately suspended or permanently terminated at our sole and absolute discretion without refund of any fees, registration, or other amounts paid.

COURT RESERVATIONS & EVENT REGISTRATIONS: Court reservations and event registrations, including dates and times, are on a first-come, first-served basis, are based on availability, and are not guaranteed. In certain cases, we may need to modify, limit, cancel, or suspend all reservations and reservation times for special events such as tournaments, corporate events, or other activities at CAROLINA PICKLEBALL CLUB. We are not required to provide you with advance notice of such cancellations but will strive to provide reasonable notice in advance. All members or guests playing on a reserved court must be listed on the court reservation. All members or guests playing on a court assigned to a scheduled event must be registered for the event. Violation of this clause is considered a breach of our Code of Conduct and Conditions for Access and will be handled accordingly.

MEMBERSHIP CHANGES: Membership costs, benefits, parameters, requirements, etc., may be changed at any time with or without notice.

CANCELLATION POLICIES:

Canceling Memberships:

- Memberships will automatically renew at the end of each payment term. To avoid membership renewal, you must notify us in writing, emailed to membership@carolinapickleball.net, at least 30 days before the next recurring payment date.
- For memberships canceled within 7 days of signup, you must notify us in writing, emailed to membership@carolinapickleball.net. A full refund will be given after deducting any service fees (e.g., payment processing fees) and any activity at guest rates.
- Memberships canceled after 7 days of signup will expire on their next renewal date and will not be renewed. You must notify us in writing, emailed to membership@carolinapickleball.net.

Canceling Court Reservations and Event Registrations: For the current policy governing cancellations of court reservations and event registrations, please go to www.carolinapickleball.net.

CODE OF CONDUCT and CONDITIONS FOR ACCESS: As consideration for permission to access and use the Premises, to participate in Activities at CAROLINA PICKLEBALL CLUB, and to use any of CAROLINA PICKLEBALL CLUB's facilities, services, products, or equipment, I agree to the following:

- I will not in any way grant or enable unauthorized access (see PIGGYBACKING definition). I agree to the consequences outlined in the following paragraph if I violate this rule.
- I will abide by all court rules including:
 1. Smooth-bottomed tennis shoes only. No knobby or black-soled shoes.
 2. No skateboards, bikes, roller blades, or other "riding" devices.
 3. Leave food and drinks outside the fence.
- I will not engage in unsportsmanlike conduct or encourage others to do so.
- I will not engage in any behavior that would endanger the health, safety, or well-being of others.
- I will not engage in the use of obscene language or gestures.
- I will not use CAROLINA PICKLEBALL CLUB records, name, logos, trademarks, or materials for personal gain.
- I will treat others with respect.
- I will exhibit fairness and honesty in my dealings with others.
- I will follow all rules, policies, procedures, and requirements established by CAROLINA PICKLEBALL CLUB.
- I will accept responsibility for my own actions.
- I will exemplify the highest standard in ethical behavior and fair play.
- I will properly supervise my children and any other minors whom I bring to the Premises or who participate in any Activities with me or under my supervision.
- I will engage in conduct that is free from fear, discrimination, abuse, and harassment.
- I will not give private lessons to anyone at CAROLINA PICKLEBALL CLUB for a fee without express written consent from CAROLINA PICKLEBALL CLUB's management.
- I will not attempt to entice anyone at CAROLINA PICKLEBALL CLUB to pay me a fee for private lessons on other courts.

I understand and agree to the Code of Conduct and Conditions for Access. I acknowledge that any violation of these, or other violations of this Agreement or any of our Rules, or any other

harmful or otherwise unacceptable behavior may, at our sole and absolute discretion, result in the immediate suspension or termination of my membership, access to the Premises, participation in any Activities, use of facilities, products, services, or equipment, or my removal from the Premises without refund of any fees, registration, or other amounts paid.

I further understand and agree that if I participate in Piggybacking, I assume responsibility not only for payment of those granted access but also for any and all damages to the facility caused by such access. I could be assessed a penalty fee and/or permanently lose all access privileges.

Media Release

I hereby consent to the use, re-use, publication, and re-publication in whole or in part by CAROLINA PICKLEBALL CLUB, and those acting with permission and authority of CAROLINA PICKLEBALL CLUB, of all photographs, videos, audio, or other images or recordings taken of me alone or with others, at the Premises, involved in any Activities, or using any of CAROLINA PICKLEBALL CLUB's facilities, products, services, or equipment, individually or in conjunction with other photographs, videos, audio or other images and recordings, in any and all media including on the Internet, television, or print, without limitation, including for promotion, solicitation, advertising, or trade.

I am fully aware that my likeness may appear in materials available to the general public and grant to CAROLINA PICKLEBALL CLUB the irrevocable and unrestricted right and permission to copy, reproduce, and distribute my likeness by means of various media, including but not limited to, video presentations, television broadcasts/rebroadcasts, radio transmissions/retransmissions, news releases, mailings, emails, billboards, signs, brochures, websites, or other electronic/digital delivery, social media, Internet, publication, display, or promotions, or any and all other media. I further understand that my likeness may be subject to reasonable modification or editing.

I hereby release and discharge CAROLINA PICKLEBALL CLUB from any and all claims, demands, suits, or actions of any kind or nature arising out of or in connection with the use of such photographs, videos, audio, or other images or recordings, including, without limitation, any and all claims for libel, invasion of privacy, or any other request for compensation. I also hereby waive any right to inspect or approve the finished images or other content, including advertising copy, printed or digital/electronic matter, in which they may be used.

I understand that all images in which I participate, including film, photographic prints, digital files, or video, are the exclusive property of CAROLINA PICKLEBALL CLUB, and I grant to CAROLINA PICKLEBALL CLUB the unrestricted right to copyright, publish, and re-publish the images. I relinquish and give CAROLINA PICKLEBALL CLUB all rights, title, and interest in and to my likeness, including any copyright therein, and CAROLINA PICKLEBALL CLUB has the unrestricted right to edit and modify the images. I further assign and agree to assign any such interest I may own or control to CAROLINA PICKLEBALL CLUB.

This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, assigns, officers, directors, members, managers, and employees of CAROLINA PICKLEBALL CLUB.

This authorization and release apply to myself as well as expressly to any of my children or other minors for whom I am responsible and/or for whom I am authorized to act and to provide consent and who I have brought to or otherwise authorized to use the Premises, participate in any Activities, or use any of CAROLINA PICKLEBALL CLUB's facilities, products, services, or equipment. This authorization and release are equally binding upon me and my heirs, legal and personal representatives, and assigns.

Health and Safety

The health and safety of our Members and Guests is our highest priority. Although our Rules are designed to help protect you, CAROLINA PICKLEBALL CLUB cannot remove all risks or otherwise guarantee or promise that you will not sustain any injuries or damages from any physical, mental/emotional injuries, viruses, infectious diseases, illnesses, infections, or other health hazards associated with your use of the Premises, participation in any Activities, or use of any facilities, products, services, or equipment provided, endorsed, sponsored, or operated at the Premises or during any Activities.

I understand and agree that I must use proper clothing and equipment in Activities and while on the Premises. I take personal responsibility for myself and/or my children or other minors for whom I am responsible to ensure properly fitting clothing, footwear, hydration, nourishment, and equipment use in my use of the Premises and participation in the Activities.

Assumption of Risks

In consideration of being permitted to become a Member at CAROLINA PICKLEBALL CLUB and/or to use the Premises, participate in any Activities, and/or use CAROLINA PICKLEBALL CLUB facilities, products, services, or equipment, I, on behalf of myself and my children or other minors for whom I am responsible and/or authorized to act and provide consent, understand, acknowledge, and agree to the following:

1. **Awareness of Risks:** I understand that although CAROLINA PICKLEBALL CLUB has taken reasonable steps to provide appropriate facilities and equipment for Activities, including pickleball, events, classes, clinics, tournaments, league play, special events, parties, and other uses of the Premises, there are inherent risks that cannot be completely eliminated.
2. **Inherent Risks:** The Premises and Activities offered by CAROLINA PICKLEBALL CLUB, including use of the Premises, participation in Activities, or use of the facilities, services, equipment, or products provided, endorsed, sponsored, or operated at the Premises or during any Activities, may be physically and mentally demanding, dangerous, and involve risks of injury, damage, illness, disease, and/or death.

3. **Voluntary Participation:** I assert that participation in any and all Activities at CAROLINA PICKLEBALL CLUB is voluntary. With full awareness and knowledge of the risks, I knowingly assume all such risks for myself and on behalf of any children or other minors for whom I am responsible and/or authorized to act and provide consent.
4. **Potential Dangers:** The dangers, hazards, and risks of injury, damage, illness, or disease at the Premises, participating in Activities, or using CAROLINA PICKLEBALL CLUB facilities or equipment include, but are not limited to:
 - o Areas such as pickleball courts, lobby, entryways, sidewalks, hallways, showers, locker rooms, restrooms, storage areas, parking lots, mezzanine, cafes, food vendors, and any other areas in or outside of the Premises.
 - o Slips, trips, collisions, falls, and loss of footing or balance, including "slip and falls."
 - o Equipment or building failure, malfunction, or misuse by you or others.
 - o Property or information theft, misuse, or damage, including from vehicles, equipment, lockers, common areas, files, or systems.
 - o Other accidents or incidents that may result in injury, damage, illness, or disease.
5. **Potential Injuries:** Injuries or damages may include, but are not limited to:
 - o Major or minor personal, physical, bodily, emotional, mental, economic, property, or other types of injuries or damages.
 - o Death, paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments/tendons, joint problems, broken bones, allergic reactions, burns, sprains, bruises, and scrapes.
 - o Aggravation of pre-existing injuries, damages, illnesses, diseases, or medical conditions.
 - o Sickness, food poisoning, or other food-borne illnesses or allergic reactions, choking hazards, injury, hospitalization, need to quarantine, or exposure to communicable diseases, including COVID-19, influenza, other coronaviruses, MRSA, bacterial infections.
 - o Pain and suffering, loss of consortium, emotional distress, embarrassment, humiliation, shock, lost wages, lost earning capacity, medical expenses, lost, stolen, misused, or damaged property or information, and any other disability, impairment, incapacity, injury, loss, or damage.

6. **Assumption of Risks:** Risks and Injuries in the use of the Premises and participation in Activities at CAROLINA PICKLEBALL CLUB may be caused, in whole or in part, by the NEGLIGENCE OF CAROLINA PICKLEBALL CLUB, you, minors (whether under your control or not), other Members or Guests, or other persons or entities. YOU FULLY UNDERSTAND AND, WITH FULL AWARENESS AND KNOWLEDGE OF THE POTENTIAL RISKS, VOLUNTARILY AND WILLINGLY ASSUME ALL RISKS AND INJURIES, INCLUDING WITHOUT LIMITATION RISKS AND INJURIES CAUSED BY THE NEGLIGENCE OF CAROLINA PICKLEBALL CLUB, YOURSELF, MINORS (WHETHER UNDER YOUR CONTROL OR NOT), OTHER MEMBERS OR GUESTS, OR OTHER PERSONS OR ENTITIES.

Release of Liability and Waiver of Claims

On behalf of yourself, your children, and other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, as well as your heirs, next of kin, personal representatives, and assigns, you hereby assume all risk and liability in connection with participating in any Activities, use of the Premises, and use of any CAROLINA PICKLEBALL CLUB facilities, products, services, or equipment. You release, waive, discharge, and covenant not to make any claim in any forum against CAROLINA PICKLEBALL CLUB, including all of its subsidiaries, parents, and affiliates and any of their respective parents, subsidiaries, board members, investors, officers, directors, members, managers, employees, agents, volunteers, servants, insurers, attorneys, successors, assigns, representatives, spouses, executors, personal representatives, and heirs (collectively, the "Released Parties" and individually a "Released Party") in connection with or arising out of use of the Premises, participation in any Activities, and/or use of any CAROLINA PICKLEBALL CLUB facilities, products, services, or equipment.

The release given herein includes a release of the Released Parties from any and all liabilities, losses, claims, litigation, suits, demands, actions, expenses (including attorneys' fees) and causes of action whatsoever, including, but not limited to, any loss or damage and any claim or demand therefor on account of any physical, mental, or emotional injury, damage, illness, or sickness (including without limitation COVID-19 or other transmission of communicable disease, infection, or illness) to person or damage to property, or resulting in physical, mental, or emotional injury, damage, illness, sickness, or death (including without limitation related to COVID-19 or other transmission of communicable disease, infection, or illness) of you, your children/minors for whom you are authorized to act and provide consent, or guests, arising out of or related in any way to use of the Premises, participation in any Activities, and use of any CAROLINA PICKLEBALL CLUB facilities, products, services, or equipment, whether:

1. Alleged to be caused by any of the Released Parties, other members, guests, minors (whether under your control or not), persons, or entities;
2. Alleged to be caused by the negligence, misconduct, or other acts or omissions of any of the Released Parties, other members, guests, minors (whether under your control or not), persons, or entities;

3. Claims are brought by you or other members, guests, minors (whether under your control or not), persons, or entities; and
4. Claims brought against any of the Released Parties, other members, minors (whether under your control or not), guests, persons, or entities.

Minors Release (If Applicable)

With full knowledge and awareness of the risks and legal impact of this waiver and release, I, as the parent, legal guardian, or other adult responsible for and/or authorized to act and provide consent for minors who will participate in Activities at the Premises or use any of the CAROLINA PICKLEBALL CLUB facilities, products, services, or equipment under my supervision, understand the nature of the Activities offered by and at CAROLINA PICKLEBALL CLUB, along with the minors' experience, condition, and capabilities. I believe the minors to be qualified, competent, in good health, and in proper physical condition to participate in such Activities.

In consideration of the minors being permitted to use the Premises, participate in any Activities, and/or to otherwise use the CAROLINA PICKLEBALL CLUB facilities, products, services, or equipment, and with full knowledge and awareness of the potential risks and injuries, I hereby assume all risk and liability of the minors' participation and use, and release, waive, discharge, covenant not to sue, and agree to defend, indemnify, and hold harmless the Released Parties from any and all liability, claims, demands, losses, or damages on the minors' account, incurred or suffered at the Premises or while minors are participating in the Activities or using the facilities, products, or services, including, without limitation, caused or alleged to be caused in whole or in part by the negligence of CAROLINA PICKLEBALL CLUB, minors (whether under my control or not), other members or guests, or other persons or entities. If, despite this release, I, the minors, or anyone on the minors' behalf makes a claim against any of the Released Parties, I will defend, indemnify, and hold harmless the Released Parties against any losses, damages, liabilities, litigation expenses (including expert witness fees), attorneys' fees, costs, or any other expenses that may be incurred as a result of any such claim.

Waiver of Food Liability

In consideration of being permitted to consume food products and beverages on the Premises and while participating in Activities, and in addition to all other waivers, releases of liability, and risks assumed elsewhere in this Agreement, on behalf of yourself, your children, and other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, heirs, next of kin, personal representatives, and assigns, you hereby assume all risk and liability in connection with the preparation of food products or beverages provided at the Premises or during any Activities, as well as in connection with consuming any food or beverages of any kind on the Premises or during Activities. This includes, without limitation, prepackaged food or beverages, food or beverages brought from outside of the Premises by you or other individuals or entities, and food or beverages prepared on or outside of the Premises or otherwise provided by any third-party vendors. You release, waive, discharge, and covenant

not to make any claim in any forum against the Released Parties in connection with or arising out of the preparation or consumption of any food and beverages on the Premises or while participating in any Activities. This releases the Released Parties from any and all liabilities, losses, claims, litigation, suits, demands, actions, expenses (including attorneys' fees) and causes of action whatsoever, including but not limited to, any loss or damage and any claim or demand therefor on account of any physical, mental, or emotional injury, damage, illness or sickness (including without limitation, food poisoning or other foodborne or food-related illnesses or allergic reactions, choking hazards, or infections) to person or damage to property resulting in physical, mental, or emotional injury, damage, illness, sickness, or death.

Incident Reporting and Procedures

Participant Responsibilities:

Participants at CAROLINA PICKLEBALL CLUB play a crucial role in maintaining a safe environment for themselves and others. By engaging in our activities and using our facilities, you agree to the following responsibilities:

1. Prompt and Accurate Reporting:
 - o Incidents: Immediately report any incidents, accidents, or safety concerns to CAROLINA PICKLEBALL CLUB staff. An incident includes any unplanned event that affects safety, operations, or participants.
 - o Injuries: Report any injuries, regardless of severity, to staff promptly. This helps ensure appropriate medical attention and documentation.
2. Cooperation During Emergencies:
 - o Follow instructions from CAROLINA PICKLEBALL CLUB staff during emergencies, including evacuation procedures, first aid protocols, and any other safety directives.
 - o Remain calm and assist others in a safe and orderly manner during emergency situations.
3. Adherence to Safety Guidelines:
 - o Familiarize yourself with and adhere to all posted safety guidelines, rules, and regulations provided by CAROLINA PICKLEBALL CLUB.
 - o Use equipment and facilities properly and in accordance with their intended use and safety guidelines.
4. Respect for Others:
 - o Treat fellow participants, staff, and visitors with respect and consideration.

- o Refrain from behavior that may jeopardize the safety or well-being of others.
- 5. Compliance with Policies:
 - o Comply with all policies and procedures of CAROLINA PICKLEBALL CLUB related to facility use, activities, and safety protocols.

Negligence

You understand that the term “Negligence” as used in this Agreement includes but is not limited to CAROLINA PICKLEBALL CLUB’s:

1. Negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of the use of the Premises and/or Activities;
2. Negligent failure to warn of or remove hazardous, unsafe, dangerous, or defective conditions;
3. Negligent failure to provide or keep the Premises or conduct any Activities in a reasonably safe condition;
4. Negligent provision of or failure to provide emergency care;
5. Negligent hiring, selection, training, instruction, certification, supervision, or retention of employees, independent contractors, or volunteers;
6. Negligent collection, use, disclosure, or storage of personal, sensitive, or other information (including negligent failure to implement or maintain information security controls);
7. Other negligent acts or omissions.

Pre-Existing Conditions/Symptoms, Insurance, and Medical Treatment

On behalf of yourself and your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, you represent and attest that you are each physically and mentally capable and competent to participate in all Activities on the CAROLINA PICKLEBALL CLUB Premises. You affirm that you have no known health problems, restrictions, or conditions (including known heart, respiratory, or nervous system conditions) or symptoms of communicable illness, infection, or disease (including COVID-19) that might jeopardize your health or safety or that of others during participation in Activities on the CAROLINA PICKLEBALL CLUB Premises. You further represent that you have consulted with your healthcare provider (and any healthcare provider for your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent) and all have been cleared to participate in all Activities at our Premises.

You affirm that you have adequate health insurance or readily available funds to cover the costs of treatment in the event of an injury or sickness, and you agree to be personally responsible for all costs of any emergency or other medical care that you (or any children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent) may receive while engaging in any Activities at the Premises. In addition to other indemnification obligations in this Agreement, you further agree to indemnify, release, waive, and hold harmless CAROLINA PICKLEBALL CLUB from the cost of any emergency or other medical care that you or such children or minors receive as a result of participation in Activities at the Premises, whether requested by you or CAROLINA PICKLEBALL CLUB.

Defense and Indemnification Agreement

On behalf of yourself and your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, heirs, next of kin, personal representatives, and assigns, you agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, damages, lawsuits, costs, expenses (including attorneys' fees), and/or liabilities, including any losses or claims alleged to be caused by the Negligence, misconduct, or any other acts or omissions of any of the Released Parties, other Members or Guests, minors (whether under your control or not), or other persons or entities. This indemnity covers claims asserted against the Released Parties by any other person (including but not limited to any other Members or Guests, minors (whether under your control or not), or other persons or entities) arising out of, resulting from, or caused by use of the Premises, participation in any Activities, consumption or preparation of any food or beverages, or use of any CAROLINA PICKLEBALL CLUB facilities, products, services, or equipment by you, your children or other minors for whom you are responsible and/or for whom you are authorized to act and provide consent, other Members or Guests, minors (whether under your control or not), or other persons or entities. Your agreement to defend and indemnify the Released Parties means, among other things, that you will pay any settlement, judgment, or other damages, fees, expenses, or costs of any type incurred (including attorneys' fees) by CAROLINA PICKLEBALL CLUB to resolve the claim.

Waiver of Jury Trial

To the maximum extent permitted by applicable law, you (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or your participation in the Activities, use of the Premises, or use of the CAROLINA PICKLEBALL CLUB facilities or equipment, that is triable by right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of the right to trial by jury is given knowingly and voluntarily.

Attorneys' Fees and Costs

You expressly agree to pay any and all attorneys' fees, costs, or other expenses (including expert witness fees) incurred by CAROLINA PICKLEBALL CLUB in enforcing this Agreement as well as

any claims or lawsuits brought by you against CAROLINA PICKLEBALL CLUB for which CAROLINA PICKLEBALL CLUB is considered to be the prevailing party.

CAROLINA PICKLEBALL CLUB is dedicated to maintaining a safe environment to the best of its abilities. We continuously strive to enhance safety measures through rigorous protocols, staff training, and facility improvements. Our commitment ensures that all participants can enjoy our facilities and activities with confidence in their well-being and security.

Acknowledgement and Agreement:

By signing (or otherwise assenting to this Agreement, whether electronically or otherwise), I acknowledge that:

- I have read and understood the foregoing Agreement.
- I am at least eighteen (18) years old and fully competent to give my consent.
- I have been sufficiently informed about the risks involved and consent voluntarily to sign this Agreement as my own free act and deed.
- My signature on this Agreement indicates my full intention to be bound by its terms without any inducement or misrepresentation.
- My decision to participate in any Activities, use the Premises, or utilize any facilities or equipment of CAROLINA PICKLEBALL CLUB is voluntary.

Furthermore, I acknowledge:

- I have read, understood, and voluntarily agreed to this Agreement in consideration of the opportunity for myself or my children/other minors for whom I am responsible and/or authorized to act and provide consent to participate in Activities, use the Premises, and/or use CAROLINA PICKLEBALL CLUB's facilities, products, services, or equipment.
- By signing this Agreement, I am aware that I am waiving certain legal rights and remedies that may otherwise be available to me or to the children/other minors for whom I provide consent.
- My agreement to and signature on this Agreement are made freely and voluntarily, without duress, and no oral representations apart from this Agreement have been made to me.

By signing or agreeing to the liability statement of CAROLINA PICKLEBALL CLUB, participants acknowledge that they have read, understood, and agreed to all terms and conditions set forth therein. This includes incident reporting procedures, emergency protocols, and participant responsibilities established by CAROLINA PICKLEBALL CLUB.

Participants understand their responsibility in maintaining a safe environment by promptly reporting incidents, cooperating during emergencies, and adhering to safety guidelines. They

agree to comply with all policies and procedures established by CAROLINA PICKLEBALL CLUB for the safety and well-being of themselves and others.

This acknowledgement signifies that participants enter into this agreement willingly, fully understanding its implications, and commit to upholding the highest standards of safety and responsibility while participating in activities and utilizing facilities at CAROLINA PICKLEBALL CLUB.