

Dink & Dine Pickleball Liability Waiver and Release

This is a legal release of liability. Please read carefully before agreeing.

In consideration of being allowed to reserve and use pickleball courts and facilities at DADPP, LLC, a Delaware limited liability company, d/b/a Dink & Dine (hereafter the “**Facility**” or “**Dink & Dine**”), I, the undersigned participant, hereby agree to the following terms:

1. Assumption of Risk.

I acknowledge that playing or practicing pickleball at Dink & Dine, or merely being a spectator at the Facility, involves inherent risks, including the potential for bodily injury, property damage, or even death. These risks include, but are not limited to, common sports-related injuries such as cuts, sprains, muscle tears, broken bones, eye or head injuries, and other physical injuries. I understand that accidents can and do happen during athletic activities – for example, I might trip or fall on the court, collide with another player, run into a fence or post, or be struck by a ball or paddle during play.

I understand and appreciate these and other risks inherent in the sport of pickleball, and I voluntarily choose to participate despite the risks. I hereby assume full responsibility for all risks of injury, illness, damage or loss that I may sustain as a result of participating in pickleball at the Facility, whether those risks are known or unknown to me.

2. Participant Responsibilities; Safety and Conduct; and Waiver.

I agree that I am primarily responsible for my own safety while using Dink & Dine’s courts and facilities. I will equip myself properly and use appropriate attire – for example, I will wear proper athletic footwear and protective eyewear as needed – to reduce the risk of injury. I will follow all facility rules, heed posted signs or warnings, and obey any instructions from Dink & Dine staff. I will take all reasonable precautions and ask for clarification if I do not understand a rule or how to use the equipment safely.

I also confirm that I am physically fit and have no known health condition that would be aggravated by playing pickleball. I have not been advised by a physician or health professional to avoid strenuous activities. I understand it is my responsibility to not participate (or to inform the Facility) if I am aware of any medical or physical condition that makes pickleball unsafe for me.

Release and Waiver of Liability

I hereby RELEASE, WAIVE, AND DISCHARGE DADPP, LLC, d/b/a Dink & Dine, and all of its owners, members, directors, officers, employees, agents, volunteers, and affiliates (collectively, the “**Released Parties**”), from any and all liability, claims, demands, or causes of action that I may have arising out of any injury, illness, death, or property damage sustained by me in connection with my participation in pickleball activities or my presence at the Dink & Dine facility, whether caused by the negligence of the Released Parties or otherwise. This means

that I am releasing the Released Parties from any claim for injuries or losses I may suffer, including claims resulting from the Released Parties' own negligence, except to the limited extent that a claim results from the Released Parties' gross negligence or intentional misconduct.

I intend this waiver and release to be as broad and inclusive as permitted by law. It includes all potential claims or liabilities for personal injuries, permanent disability, death, property damage, or other loss sustained by me before, during, or after participation in any pickleball activity at Dink & Dine. I understand that by agreeing to this Release, I give up my right to sue or bring any legal action against the Released Parties for personal injury or property damage, even if the Released Parties' negligence contributes to or causes such injury or damage.

Indemnification

I also agree to indemnify and hold harmless the Released Parties from any and all claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of or related to my participation in pickleball or my presence at the Facility. In other words, if my actions or conduct cause injury or damage to anyone else or to property, or otherwise result in a claim against Dink & Dine or its affiliates, I will reimburse the Released Parties for any losses or costs incurred as a result. This indemnification extends to claims brought by other players, spectators, or third parties that may arise from my own acts or omissions during my use of the Facility.

3. Guests and Spectators.

I understand that this waiver and release also applies to any guests or spectators that I invite or bring to Dink & Dine. I agree that I will be responsible for informing any guest I bring of the Facility's rules and ensuring they behave safely. I assume all risk of injury or damage to any person whom I invite as a guest or spectator, whether I am present with them or not. If I bring or invite any guest or spectator who has not signed a separate Dink & Dine waiver, I agree to indemnify the Released Parties from any claim that may be brought by or on behalf of that guest or spectator for any injury, loss, or damage they might incur at the Facility. In practical terms, this means if an invited guest or spectator of mine is injured or suffers a loss and then seeks to hold Dink & Dine responsible, I will cover any costs or damages that Dink & Dine has to pay as a result of such a claim.

4. Medical Treatment and Insurance.

I acknowledge that the Released Parties do not have any obligation to provide me with medical care during my time at the Facility, and carry no medical or health insurance for participants. I consent to any emergency first aid or medical treatment that might be deemed necessary in the event of an injury or illness during my participation. However, I understand that I am solely responsible for any medical expenses that may result from an injury I sustain while at Dink & Dine. I confirm that I have adequate health insurance coverage (or other financial means) to cover any medical costs arising from my participation. I also release the Released Parties from any liability for any first aid or medical treatment provided (or not provided) in good faith during my involvement in pickleball activities. In other words, if I require medical assistance, I will not hold Dink & Dine or its staff responsible for the results of such care or the lack thereof.

5. Governing Law and Severability.

I agree that this Waiver and Release is governed by the laws of the state in which the Dink & Dine facility is located (as the host venue) and/or by Delaware law to the extent applicable, without regard to conflict of law principles. I intend for this agreement to be interpreted as broadly as possible to protect Dink & Dine. If any portion of this Waiver is found to be invalid or unenforceable, I agree that the remaining provisions shall continue in full force and effect to the maximum extent allowed by law.

6. Acknowledgment of Understanding.

I have carefully read this entire Liability Waiver and fully understand its terms. I understand that I am giving up substantial legal rights by agreeing to it, including my right to sue the Released Parties for any injuries or losses. I acknowledge that I have had the opportunity to ask questions and, if I wished, to consult an attorney before agreeing. I am signing/agreeing to this document freely and voluntarily, with full knowledge of its significance and consequences.

By creating an account in the Court Reserve system and/or clicking “I Agree” to this Waiver, I acknowledge that this constitutes my electronic signature. I hereby confirm that I understand and agree to all of the above terms of this Liability Waiver and Release, and I intend to be legally bound by this agreement, *now and for all future visits or participation at Dink & Dine.*