

RALLY HAUS SPORTS

WAIVER AND RELEASE OF LIABILITY

Facility: 217 South Main Street, Attleboro, MA

1. Assumption of Risk

I understand that participation in pickleball and related activities at Rally Haus Sports (“Activity”) involves inherent risks, including but not limited to falls, collisions, contact with equipment or other participants, sprains, fractures, head injuries, illness, permanent disability, property damage, and death. These risks may result from my own actions, the actions of others, facility conditions, or the negligence of others.

I voluntarily choose to participate and assume all known and unknown risks associated with the Activity, including risks arising from travel to and from the facility.

2. Release of Liability

In consideration of being permitted to participate, I, on behalf of myself and my heirs, executors, administrators, and personal representatives, release and hold harmless Rally Haus Sports, EastSide Collaborative LLC, and their respective owners, officers, employees, agents, contractors, volunteers, and representatives (collectively, the “Released Parties”) from claims for personal injury, illness, death, or property damage arising out of or related to my participation, **including claims based on ordinary negligence to the extent permitted by applicable law.**

This release does not extend to liability that cannot legally be waived.

3. Indemnification

To the extent permitted by law, I agree to indemnify and hold harmless the Released Parties from third-party claims, damages, and reasonable legal expenses arising from my conduct or my violation of this Agreement.

4. Health and Safety

I represent that I am physically able to participate and will not participate if doing so would pose an unreasonable risk to myself or others. I agree to follow facility rules, use equipment appropriately, and comply with staff instructions. I understand that Rally Haus Sports may deny or discontinue my participation for safety reasons.

5. Emergency Medical Authorization

In an emergency, I authorize Rally Haus Sports personnel to contact emergency services and, when appropriate, provide or arrange reasonable emergency assistance, including first aid, CPR, AED use, and emergency transportation. I understand that Rally Haus Sports does not guarantee the availability of medical personnel or treatment. I accept financial responsibility for medical care and transportation costs and understand that I should maintain my own health insurance.

6. Property Damage

I agree to be financially responsible, to the extent permitted by law, for damage to facility property or equipment caused by my intentional misconduct, recklessness, or negligent acts.

7. Scope and Duration

This Agreement applies to my participation in Activities at Rally Haus Sports, including future visits and events, unless superseded by a subsequent written agreement. It supersedes prior oral or written agreements concerning the subject matter of this waiver.

This Agreement shall be governed by applicable law, including any mandatory laws of the Commonwealth of Massachusetts. If any provision is found unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

8. Acknowledgment and Consent

I acknowledge that I have carefully read this Agreement, understand that it affects my legal rights, and voluntarily agree to its terms. I understand that this is a legally binding document and that it cannot be modified orally.

Participant Information

Participant's Full Name: _____

Address: _____

City, State, ZIP: _____

Date of Birth: _____

Phone: _____

Email: _____

Participant Signature

Signature: _____

Date: _____

PARENT/GUARDIAN CONSENT FOR MINORS

For a participant under 18 years of age, a parent or legal guardian must complete this section.

I certify that I am the parent or legal guardian of the minor named below and consent to the minor's participation in Activities at Rally Haus Sports. I have read and understand this Agreement.

To the extent permitted by applicable law, I agree to the terms of this Agreement on my own behalf and acknowledge the risks associated with the minor's participation. I understand that a parent's signature does not necessarily waive a minor's independent legal claims.

Minor's Full Name: _____

Parent/Guardian Name: _____

Relationship to Minor: _____

Parent/Guardian Phone: _____

Parent/Guardian Email: _____

Signature: _____

Date: _____