

*You or your minor child may be hurt playing pickleball/tennis at the Courts at West Meade (the "Courts"). If you are unwilling to assume all the risks of you/your minor child's use of the Courts, DO NOT sign this document, in which case you/your minor child will NOT be authorized to use the Courts, and you will be refunded any monies you paid to use the Courts. If you sign this document BUT make any alterations to it, you are NOT authorized to use the facilities or equipment the Courts.*

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

I understand that participating in physical activities and sports including but not limited to pickleball and tennis ("Activity" or "Activities") has significant risks. In exchange for my being allowed to participate in the Activities on, and use of the facilities provided with, the property owned by West Meade Tennis Properties, LLC a Tennessee limited liability company d/b/a The Courts at West Meade (the "Company") and in recognition of the Company's reliance hereon, I, and if I am not yet 18 years old my parent or legal guardian, agree to all the terms and conditions set forth below:

Assumptions of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Activity. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Activities. I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

Waiver, Release and Indemnification. I hereby expressly waive and release the Company, and its officers, directors, managers, members, employees, agents, successors and assigns (collectively, "Releasees") from any and all liability related to or arising from my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Tennessee law does not permit to be released by agreement.

Consent to Medical Treatment and Use of Images. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services. I grant to the Company and its assigns the right to use, reproduce, display, distribute and make derivative works in, any and all media, or my/my minor child's voice and likeness recorded while present on the Company's property and/or participating in any Activities along with any biographical information furnished by me or my minor child to Company.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Davidson, Tennessee and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I AM AT LEAST 18 YEARS OF AGE AND LEGALLY COMPETANT OR REPRESENTED BY A PARENT OR LEGAL GUARDIAN WHO IS ALSO SIGNING ON MY BEHALF**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

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

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

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