



## YUBA-SUTTER PICKLEBALL CLUB

### MEMBERSHIP APPLICATION

#### APPLICANT INFORMATION

<i>(Adult #1)</i>	First Name:	Last Name:
	Email:	Phone:
<i>(Adult #2)</i>	First Name:	Last Name:
	Email:	Phone:
Names of Children in Family:		
Current address:		
City:	State:	ZIP Code:

Type of Membership (Check 1 box):

- Individual \$45   
  Family Membership \$75 (Up to 2 adults plus any children under 18 residing in the same household) (Note: Dues paid in 2017 include 2018. Dues paid after June 1 pay ½. Dues paid in Oct., Nov. or Dec. include the following year. NO REFUNDS.)  
 Membership dues paid annually on January 1 and due by February 1.

**Make checks payable to: Yuba-Sutter Pickleball Club**

**Mail to: Yuba-Sutter Pickleball Club, 1168 Live Oak Blvd., Yuba City, CA 95991 OR present to Club Officer**

#### Release And Waiver Of Liability, Assumption Of Risk, And Indemnity & Parental Consent Agreement (“Agreement”)

In consideration of participating in Yuba-Sutter Pickleball Club (“Club”) sponsored Pickleball Activities (“Activity”) at Home Court, I for myself, my personal representatives, assignees, heirs, and next of kin:

- 1) Acknowledge, agree and represent that I understand the nature of Pickleball Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
- 2) Further understand that: (a) Pickleball activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the “Releasees” named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.



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- 3) In consideration for being permitted by the Club and Home Court to participate in the Pickleball activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death or property damage which I may have, or which hereafter may accrue to me, as a result of participation in said activity. This release is intended to discharge in advance the Club and Home Court, (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the Club and Home Court (or their officers, employees, or agents). It is understood that this activity involves an element of risk and a danger of accidents and knowing those risks I hereby assume those Risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and hold the above persons and entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of my death or any injury or property damage that I may sustain while participating in said activity. I also agree to adhere to the rules and regulations of the Club, the Player Code of Conduct, and those of Home Court.
- 4) Hereby release, discharge, and covenant not to sue the Club, Home Court, the **USA Pickleball Association (USAPA)**, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and owners and lessors of premises on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "RELEASEES" or otherwise, including negligent rescue operation; and I further agree that if, despite this release and waiver of liability, indemnify, save, and hold harmless each of the RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.
- 5) I have read the agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.
- 6) A facsimile, photocopy, .pdf, Docu-sign or other method of obtaining a copy of a signature shall be considered as valid as an original signature. Any action brought to enforce this Agreement shall include in any award in such action reasonable attorney's fees to the prevailing party.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of other applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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