



The Grove Pickleball Court Waiver, Release, and Indemnity Agreement

As a condition of being allowed to use the Pickleball Court and related areas (“Facility”) at The Grove Community Church (“The Grove”), I voluntarily and absolutely release and discharge The Grove, and its officers, agents and employees, from any and all losses, damages, actions or causes of action resulting from participation in activities at the Facility; whether or not such injuries or damages are caused by negligence (active or passive). I will indemnify and hold harmless The Grove and its officers, agents, servants or employees (“Indemnitees”) from any and all claims or causes of action by any person or entity in connection with my use of the Facility, and under no circumstances will present any claims against Indemnitees for personal injury, property damage, or wrongful death.

I understand that using the Facility may involve serious risks and I assume all such risks, including but not limited to risks not known to me or not reasonably foreseeable at this time. I understand that activities taking place at the Facility may involve strenuous physical and hazardous activity, which may cause injuries such as, but not limited to, cuts and abrasions resulting from skin contact with any surfaces, injuries resulting from the negligence of other people, injuries resulting from landing or falling on any surfaces, injuries resulting from collision with fences, benches, and/or other people and objects, and injuries to bones, joints, ligaments, and/or tendons, all of which may result in serious and/or permanent physical injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of such activities. I voluntarily elect to accept and assume all risks of injury incurred or suffered by me while on the premises of The Grove. I understand The Grove does not make any warranties relating to safety or condition of any facility, field, or walkway, and I am solely responsible for my own safety and the safety of other persons with me. I further understand there may be situations in which, due to weather or other circumstances, the Facility may be unsafe for use despite being accessible, and I am solely responsible for determining if the Facility is safe for use.

I consent to receive, and authorize The Grove staff and participants to use their discretion to administer medical care and/or treatment. I hereby authorize medical services to be rendered. I understand there are risks associated with any medical procedure and I agree to assume the risks. I certify that I am in good health and condition, and am able to safely participate in the activities using the Facility. I am responsible for determining whether I am physically and medically able to participate in activities using the Facility.

I understand that this is a Christian facility and attitudes, conduct, sportsmanship and language must follow under the guidelines of “Christian” ethics. The Grove can at any time require me or any other person to leave the Facility if The Grove, in its sole discretion, determines that I am not following appropriate conduct guidelines for use of the Facility.

I understand the terms and legal consequences of this Agreement. This Agreement extends to claims and facts unknown and unsuspected to exist at the time of executing this Agreement. If any portion of this Agreement is held to be invalid, the remainder shall remain in full force and effect. All rights under Section 1542 of the California Civil Code are hereby expressly waived with respect to any of the claims, injuries, or damages described in this Agreement. Section 1542 of the California Civil Code reads: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. I acknowledge the foregoing waiver and release is an essential and material term, without which The Grove would not allow use of the Facility. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. IF I AM AGREEING TO THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT ON BEHALF OF ANYONE UNDER THE AGE OF 18, I AM AGREEING AS AN AUTHORIZED PARENT/LEGAL GUARDIAN AND NO OTHER PARENTAL CONSENT IS REQUIRED BY LAW.