

ACES Pickleball + Kitchen
2730 Maverick Drive, Cincinnati, Ohio 45212

Release and Waiver of Liability

Please note that this release/waiver/assumption of risk agreement covers liability for all present and future participation in pickleball, or related, activities on the premises of ACES Pickleball + Kitchen. I, the undersigned, hereby expressly and affirmatively state that I (or my child) wish to participate in pickleball activities at ACES Pickleball + Kitchen. I realize that my participation in this activity involves inherent risks of injury, including but not limited to muscle strain, joint sprains, broken bones, slips, trips, falls, heart attack, stroke, and even the possibility of death. I further acknowledge that I have the requisite fitness level to participate.

I also recognize that there are many other risks of injury including serious disabling injuries, which may arise due to my participation in this activity, and that it is not possible to specifically list each and every possible injury risk. However, knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries, even death is a possibility, I hereby expressly assume all of the delineated risks of injury, all other possible risks of injury, and even the risk of death, which could occur by reason of my (or my child's) participation, no matter the source of such injury, including, but not limited to my own participation, the instructors, employees, and other participants. I subjectively understand the risk of my participation in this activity, and knowing and appreciating these risks voluntarily choose to participate, assuming all risks of injury even death due to my participation. I agree to follow all safety measures and instructions, and to notify ACES Pickleball + Kitchen of any conditions that appear unsafe to myself or others.

I, for myself, my spouse, children, heirs, beneficiaries, administrators, and assigns, do hereby waive, release, and forever discharge, release, and hold harmless, ACES Pickleball + Kitchen, all its employees, representatives, agents, sponsors, independent contractors, suppliers, and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in this activity. By signing below, I acknowledge I have read and understood this agreement, and that in consideration of being allowed to use such facilities and participate in pickleball activities, I hereby voluntarily sign this agreement.

This agreement shall be interpreted under Ohio law, and any legal action shall be brought in Hamilton County, Ohio.

Participant (print) _____

Participant (sign) _____

Parent/Guardian (if under 18)

Email address: _____ Phone #: _____

Emergency contact: _____ Phone #: _____