



Pickleball Fernie Membership Registration

2023 - 2024 Indoor Season

www.pickleballfernie.org

Please submit completed form to: pickleballfernie@gmail.com

Member Information		
Member Name:	Email:	
Mailing Address:		
Home Phone Number:	Mobile Number:	
Emergency Contact Name and Phone Number:		
Club Use Only		
Membership #:	Membership Fee (\$35):	Punch Card (\$40):

Pickleball Fernie Terms and Conditions

ASSUMPTION OF RISKS AND OBLIGATIONS, RELEASE OF LIABILITY, AND WAIVER OF CLAIMS

(the "Agreement")

BY ACKNOWLEDGING AND ACCEPTING THIS AGREEMENT YOU ASSUME CERTAIN RISKS AND OBLIGATIONS AND AGREE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

ASSUMPTION OF RISKS: I am aware that participating in the sport of pickleball involves many risks, dangers & hazards including, but not limited to: collision with other persons or objects; being struck by a paddle; being hit by a ball; the risk of stroke, heart attack or other similar life threatening conditions caused by physical exertion; the risk of personal injury including, but not limited to, strains, sprains, fractures, brain injury, spinal cord injury including paraplegia or quadriplegia, or death; loss of balance or control; slips, trips and falls; negligent first aid; failure to act safely or within one's own ability; negligence of other persons; and, NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

In consideration of the Releasees accepting my application for membership in the Pickleball Fernie Organization and, as applicable, my affiliated province or territory and local association or club, and permitting my use of the facilities and premises provided by the Releasees (hereinafter "the premises"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the sport of pickleball including, but not limited to, my use of the premises DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY PROVINCIAL OCCUPIERS' LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the premises;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province or Territory of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia, and shall be within the exclusive jurisdiction of the Courts of the Province. In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of pickleball other than what is set forth in this Agreement.

The Member has read this Agreement, fully understands the contents and the Member agrees to be bound by its terms. The Member understands that they will be giving up substantial legal rights by acknowledging and agreeing to this Agreement. The Member acknowledges that they are over 19 years of age.

Member Signature:	
Printed Name:	Date(dd/mm/yyyy):