



RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to use, observe, and/or play at OWA Sports and Games LLC, dba *Pickleball at OWA*, located at 200-A South OWA Blvd, Foley, AL, 36535, consisting of multiple pickleball courts ("Facility"), the undersigned party below, identified as Guest, ("Guest") hereby acknowledges, agrees, and represents that he/she has watched other persons use, observe and play pickleball, and is generally familiar with the sport. Guest further agrees that he/she's use of, observation, going through, and/or participating with any sport within the Facility constitutes an acknowledgment that the undersigned Guest finds and accepts the Facility as suitable and safe for the Guest's use, observation, play, and participation (collectively and individually, "Using").

The undersigned Guest further understands and acknowledges that there are certain inherent risks of physical injury and potential dangers of Using the Facility. The undersigned Guest accepts and assumes sole responsibility for the risks and dangers of Using the Facility, which such risks include, without limitation, the potential for: serious bodily injury, permanent disability, paralysis, loss of life, and/or disfigurement (collectively and individually, "Risks"). Guest expressly assumes the Risks of he/she Using the Facility, including, without limitation, serious bodily injury, permanent disability, paralysis, loss of life, and/or disfigurement resulting from: falling; impacts; sliding; exposure to extreme and rapid movements and changes in direction; rotation and spinning movements in an uncontrollable manner; rapid uncontrollable movements up and down, and in other directions; dehydration; being struck or pushed by other guests in motion; collision or entanglement with pickleball court net; adverse temperature conditions; physical impacts; failure to follow directions; equipment failure; and/or other undefined not readily foreseeable and presently unknown risks and dangers of Using the Facility. Guest also represents to OWA that he/she are willing to assume the risk of any medical and/or physical condition of himself/herself being re-injured, aggravated, or triggered by Using the Facility.

IN FURTHER CONSIDERATION OF GUEST BEING PERMITTED TO USE THE Facility, THE UNDERSIGNED GUEST HEREBY ALSO AGREES TO THE FOLLOWING TERMS:

1. The undersigned Guest hereby releases, waives, discharges and covenants not to bring any claim and/or lawsuit against the OWA Sports & Games LLC, Park at OWA LLC, Foley Holdings LLC, and/or their respective members, managers, employees, representatives, and/or agents (collectively and individually, "OWA"), from any and all claims, costs, liabilities, expenses and/or judgments whatsoever, including attorneys' fees and/or court costs, arising out of, relating to, or in connection with any Risks, whether caused by the negligence of OWA or otherwise, arising out of, relating to, or in connection with the Guest Using the Facility.
2. To the fullest extent allowed by law, the undersigned Guest hereby agrees to hold OWA harmless from any loss, liability, damage and/or cost arising out of, relating to, or in connection with Guest's Using the Facility.
3. **The undersigned Guest represents and warrants to OWA that he/she is above the age of seventeen (17),** and that Guest understands and will abide by all Facility rules and regulations at all times, and Guest is physically and mentally able to Use the Facility without being injured.

Signature of Guest _____

Name (Please print) _____

Date _____

Signatures for Guests under the age of eighteen (18):

(Name of minor Guest)

(Minor Guest's Year of Birth)

I, the undersigned, as parent or guardian of the above minor Guest, hereby knowingly and voluntarily executes this liability release and waiver with the intent of affirming and making effective all representations made herein. I have fully informed myself of the contents of this liability release and waiver, fully understand the terms contained therein, am aware of the legal consequences of signing the release and waiver, and consent to the same and on behalf of myself as well as in my authority as the parent or guardian of the above-named minor Guest.

Signature of Parent or Guardian _____

Name (Please print) _____

Date _____