

# Replay Club Liability Waiver & Release Agreement

**(Padel, Pickleball, Gym, Fitness, Yoga, Sculpt, Events, and General Club Use)**

**This is a binding legal agreement.** By participating in any activity at Replay Club and/or Padel Association (collectively the “Organization”), including but not limited to padel, pickleball, gym/fitness activities, yoga, sculpt, tournaments, training sessions, social events, alcohol-permitted events, or any program, activity, or event on or off property, I acknowledge and agree to the following:

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## Code of Conduct / Rules & Regulations

- I agree to be bound by all Replay Club and/or Padel Association rules, regulations, safety guidelines, tournament conditions, and Code of Conduct.
  - I understand that failure to comply may result in removal from the premises or event without refund.
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## Assumption of Risk & Release of Liability

I understand and agree that **Replay Club, Padel Association, the Hosting Organizing Committee, facility owners/operators, sponsors, and each of their respective directors, officers, committee members, members, employees, volunteers, officials, participants, agents, and representatives** (collectively the “Organization”) are **not responsible for any injury, personal injury, illness, death, property damage, or loss of any kind** suffered by me during or as a result of participation in any activity—including but not limited to padel, pickleball, gym/fitness activities, yoga, sculpt, social events, and use of equipment or facilities—whether caused by negligence or otherwise.

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## Media Release (Photos, Videos, Advertising Use)

- I understand that I may be **photographed, filmed, or recorded** during activities, programs, competitions, social events, or while on property.
  - I grant the Organization the **irrevocable right** to use my image, voice, likeness, and name for **marketing, advertising, commercial, instructional, or promotional purposes**, including but not limited to websites, social media, paid ads, printed materials, and digital content, **without compensation**.
  - If under 18, consent must be provided by a parent/guardian.
  - I understand that all photos/videos remain the property of Replay Club and/or Padel Association.
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## Description of Risks

I acknowledge that participation in activities such as padel, pickleball, gym workouts, yoga, sculpt, and related events involve **inherent risks**, including but not limited to:

- Strenuous cardiovascular activity, stretching, and exertion
- Muscle strains, sprains, fractures, and overexertion
- Falls, collisions with walls, floors, equipment, or other participants
- Being struck by racquets, balls, weights, or gym equipment
- Equipment misuse or mechanical failure
- Slips or falls due to sweating, hydration stations, outdoor conditions, or surfaces
- Spinal, head, or serious bodily injuries that may cause paralysis or death
- Travel to/from events
- Injuries arising from fatigue or failure to follow instructions

## Additional Risk Acknowledgment (Food, Drink, & Alcohol Events)

- I acknowledge that Replay may serve or allow the consumption of **alcohol**. I agree that alcohol consumption is **voluntary**, at my own risk, and that I am solely responsible for my decisions and behavior.
  - I acknowledge that Replay may serve or host **food vendors**. I am responsible for managing any **food allergies or dietary restrictions**, and I release the Organization from liability for any allergic reactions or food-related medical issues.
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## Health & Physical Condition

I affirm that:

- I am in good physical condition and able to safely participate in all chosen activities.
  - I have consulted with a medical professional if I have any condition that may impact my ability to participate.
  - I am solely responsible for monitoring my own physical condition during participation.
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## **Release, Waiver, and Indemnification**

In consideration of being allowed to participate:

- I **assume all risks**, known and unknown, associated with participation in all Replay Club activities.
  - I **waive any and all claims** I may have now or in the future against the Organization.
  - I **fully and freely accept** the possibility of personal injury, death, property damage, loss of income, or other loss.
  - I **release and discharge** the Organization from any liability for claims, damages, injuries, losses, or actions arising out of participation, **even if caused by negligence**.
  - I agree to **indemnify and hold harmless** the Organization from any claims brought by me, my family, estate, heirs, or legal representatives.
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## **Acknowledgment**

I have read, understood, and voluntarily agree to this Liability Waiver and Release Agreement. I understand that this document affects my legal rights and that I may seek legal advice before signing.