

Town of Great Barrington Pickleball Program
AFFIRMATION OF RESIDENCY & WAIVER AND RELEASE OF LIABILITY

THIS FORM MUST BE READ AND SIGNED BY EACH PARTICIPANT BEFORE TAKING PART IN ANY TOWN OF GREAT BARRINGTON PICKLEBALL PROGRAM ACTIVITY

In consideration of my participation in the Town of Great Barrington Parks and Recreation Department Pickleball Program (hereinafter called the "Program"), I hereby affirm that I am a Resident of Great Barrington or Housatonic, MA (hereinafter collectively called "Town") and I, on my own behalf and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively called "Participant," "I," or "me"), hereby acknowledge, covenant, and agree:

1. Participation in the Program involves risk of possible serious bodily injury including death and/or possible illness from Covid19 and its sub-variants, as well as the risk of damage to or loss of property.
2. I knowingly and freely assume all such direct and indirect risks, both known and unknown.
3. I agree to comply with the customary terms, rules, and general conditions for participation in the sport of Pickleball as published by USA Pickleball, the governing body for the sport in the United States; I will take good care of and use my best efforts to avoid damaging any Town facilities, equipment, and property provided to support the Program, and I understand that violation of this provision will result in termination of my participation in the Program by the Town.
4. I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with my participation in this Program, and I release the Town and all of its divisions, departments, committees, and other units, and its and their respective governing boards, officers, members, employees, volunteers, and agents (hereinafter collectively called "Releasees") from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name, type, and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection directly or indirectly with the Program, including any injury or harm to me, my death, or damage to my or Town property (hereinafter collectively called "Liabilities"), unless caused by the reckless endangerment or willful misconduct of Releasees, and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

I have read and fully understand this entire Affirmation, Waiver and Release ("Release") and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the terms of this Release. I agree that the laws of Massachusetts, without regard to such laws' choice or conflicts of law provisions, shall apply to this Release; and I acknowledge that I have voluntarily given up substantial rights by signing it. Witness my hand and seal below:

Participant's Signature _____ Date _____

Participant's Name (printed) _____

Participant's email address _____

Participant's GB residential address: _____

FOR PARTICIPANTS OF MINORITY AGE This is to certify that I/we, as parent(s)/guardian(s) with legal responsibility for this Participant, do consent and agree to the foregoing Release on his/her behalf and also for myself/ourselves, and my/our heirs, assignees and next of kin, and agree to release and indemnify the Releasees from any and all Liabilities arising directly or indirectly from my/our minor child's participation in the Program, regardless of when or how occurring.

Parent/Legal Guardian's Signature _____ Date _____

Parent/Legal Guardian's Name (printed) _____

Please complete and return this form to HousyDomePickleball@gmail.com. Once received you will receive an email confirmation and a sign-up link to reserve your play time.