

ASSUMPTION OF RISK, LIABILITY WAIVER, AND HOLD HARMLESS AGREEMENT

I on behalf of myself and/or as parent or legal guardian of the minor whose name is set forth below (each referred to as a “Participant” and collectively referred to herein as the “Participants”) and in consideration of the Participants being permitted to participate in the Activities (as defined below) conducted by Dill Dinkers LLC (“Dill Dinkers”), located at 9179-Red Branch Road, Columbia, MD 21045, or its employees or agents at said location, and to use the courts, equipment, and facilities located therein, represent, acknowledge and agree as follows:

Activities: Activities shall be defined as the various activities offered to Participants by Dill Dinkers in its indoor pickleball court facility. These Activities include, but are not limited to, the use of any Dill Dinkers’ courts, sports arena, equipment, facilities, exercise programs and/or other fitness-related activities, exhibits, materials, and/or Dill Dinkers’ events, private parties, community, school, or non-profit programs hosted within the facility.

Waiver: In consideration of his/her sign up of the reservation program, Participant hereby acknowledges and knowingly and voluntarily assumes any and all risks of personal injury or property damages which might be associated with all Activities, including, but not limited to pickleball and other fitness-related activities, and evidences by his/his signature below that he/she understands that participation in the Activities entails the risk of severe bodily injury to the Participants, whether caused by Participant or someone else. Participant certifies he/she is in good physical condition, sufficient to use the facilities and participate in the program and Activities. Participant, on behalf of him/herself, his/her heirs, and/or and any minor Participant child, and anyone acting on Participant's behalf, hereby forever, irrevocably, and unconditionally releases, discharges, waives, and agrees to hold harmless Dill Dinkers and its owners, directors, managers, members, insurers, officers, directors, employees, contractors, and representatives (collectively, “Releasees”) from and against any and all claims (including claims based upon injury to or death of any Participant), demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys’ fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, in connection with Participant's participation in Activities, Participant’s access to or entry into the Dill Dinkers’ facility, the condition, maintenance, inspection, supervision, control or security of the Dill Dinkers’ Facility, the failure to warn of dangerous conditions in connection with the Dill Dinkers’ facility, and/or the acts or omissions of Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death, or any event related thereto from any cause whatsoever, regardless of whether caused by the negligence of the Releasees (collectively, the “Released Claims”). This release, discharge, and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and

legal rights arising out of any negligence of Dill Dinkers and/or its managers, members, employees and/or other agents, or anyone using the Dill Dinkers' facility and any other breach of a legal duty arising out of common law, statute, contract or otherwise. Participant, on behalf of him/herself, his/her heirs and anyone acting on Participant's behalf, covenants, and agrees not to bring or be a party to any legal action or claim against the Releasees from any reason based on any of the Released Claims.

Arbitration: I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against Dill Dinkers for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will NOT have the right to have my claim determined by a jury, and the minor child(ren) above will NOT have the right to have claim(s) determined by a jury. Reciprocally, Dill Dinkers waives their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this agreement, and they will not have the right to have their claim(s) determined by a jury. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE DILL DINKERS' FACILITY AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE (1) YEAR OF ITS ACCRUAL (I.E., THE DATE OF THE ALLEGED INJURY) AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE DILL DINKERS' FACILITY, MARYLAND, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.

_____ (Initials)

I (Participant) agree

Parent Or Legal Guardian Certification And Consent – I represent, warrant, and certify that I am (i) over 18 years of age, (ii) I am the parent, legal guardian, or power of attorney of the children listed below and have the legal capacity and authority to enter into this Agreement on behalf of such children, (iii) I acknowledge that I have read and understand the terms of this document and I am freely and voluntarily signing this document and (iv) and by my signature agree to be bound by the terms of this agreement, (iv) I understand that employees working at the Dill Dinkers' facility, including the manager, do not have

the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between Dill Dinkers and me relating to my and my Participant's use of the Dill Dinkers' facility and Activities. There are no other agreements, oral, written, or implied, with respect to such matters. I agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force. This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Maryland, without regard to choice of law principles.

Other: Participant hereby authorizes any medical assistance or treatment deemed necessary in the event of any injury to Participant while participating in any Activity. Participant has appropriate insurance, or, if not, Participant agrees to pay all costs of medical services incurred on his or her behalf. Participant agrees that Dill Dinkers and its designees may use Participant's name, voice, photographs, likenesses, biographies, testimonials and statements, and other identification in perpetuity for any purpose relating to Dill Dinkers activities and advertising and publicizing Dill Dinkers and its products and services. Summer camp must be registered on a separate registration form and signed by the parent and/or legal guardian.

By reserving pickleball court(s) or registering for a program you agree to CLUB CODE OF CONDUCT. A copy of this can be obtained on our website.

We ask that you also read out RULES AND REGULATIONS on our website.

By checking this box, I confirm that I have read and accept the Terms of Use and Privacy Policy, and that I am authorized to furnish the family member information below for use by you in accordance with the Terms of Use and Privacy Policy