

Waiver of Liability

In consideration of being permitted to participate in Coach Mark LLC lessons, programs, practice sessions, or related events and activities, _____ acknowledges, agrees, and states that:

1. I understand the nature of pickleball instruction and coaching activities with Coach Mark LLC and that I am qualified, in good health, **fully vaccinated for Covid**, and in proper physical condition to participate in such activities.
2. I understand these activities: (a) involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (“risks”); (b) these risks and dangers may be caused by my own actions or inactions of others participating in the activities, and (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time.
3. I understand the risks of injury and illness related to communicable diseases such as (but not limited to) MRSA, influenza, and COVID-19 are significant, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist. I hereby choose to accept the risk of contracting a communicable disease for myself and/or my children in order to utilize Coach Mark LLC’s services. These services are of such value to me and/or my children that I accept the risk of being exposed to, contracting, and/or spreading a communicable disease in order to use Coach Mark LLC’s services in person.
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
5. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation immediately.
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Coach Mark LLC, other participants, pickleball teaching and coaching certification organizations (e.g., IPTPA, PPR, PCI), sponsors, advertisers, and owners and lessors of premises used to conduct the workouts, practices, lessons, events, or other activities (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
7. I willingly agree to receive marketing-related information from Coach Mark LLC, including emails, The Coach Mark Newsletter, and other correspondence as related only to pickleball skill development and improvement. Further, I understand that I may unsubscribe or opt-out of such information and correspondence at any time.

8. I understand and agree that the law of the State of Washington will apply to this Agreement.

I have read this agreement, fully understand its terms, and understand that I have given up substantial rights by signing it. I sign it freely and voluntarily without any inducement.

Participant Name: _____

Participant Signature: _____

Participant Email: _____

Date Signed: _____