# 2023-2024 Pickleball Program

Pickleball is a ten month program starting on October 2, 2023 to July 25, 2024.

Monday Night 6:00pm to 8:00pm.

Tuesday, Wednesday and Thursday 9:00am to 12:00pm

Participants must be registered and release waiver signed before participating. Fee is due on the 1st of each month, for monthly participants. You can pay at the Parowan Visitors Center, 5 South Main Street, open Monday - Saturday from 10:00 to 5:00 pm.

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**Month to Month: $25.00** (Due 1st of Month, this fee covers day and night play, Monday – Thursday**)**

**10 Month Night Play: $50.00** (This fee covers Monday Nights)

**One Time or Day Play: $5.00 per time** (This fee must be paid and a waiver signed before play each time)

Parowan City will post days that the building can’t be used for pickleball. Any maintenance issues please report by calling 435-559-4504. Parowan City is not responsible for any property left at the building. Parowan City will not provide any materials for the activity with the exception of pickleball nets. Parowan City has the right to deny this service to patrons who do not comply with the rules and regulations.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

(AGREEMENT)

In consideration of being allowed to participate in any way in the Pickleball activity (“Activity”) I, for myself for personal representatives, assigns heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Pickleball Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND THAT: (a) Pickleball ACTIVITIES 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 inaction’s the actions or inaction’s of others participating in the activity, the condition in which the activity takes placed, or THE NEGLIGENCE OF THE ”RELEASEES” NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONIMIC LOSSESS either not known to me or not readily foreseeable at this time and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSESS, COSTS, AND DAMAGES I incur as a result of my participation.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Play Pickleball, their respective affiliates directors, agents, officers, members, volunteers, and employees, other participants, any sponsors advertisers, and if applicable owner and leasers of premises on which the Activity takes place, (each considered one of the “RELEASES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, ALCOHOL RELATED INJURIES, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABITLITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Paid in Full: \_\_\_\_\_\_\_\_\_\_\_

Monthly: Oct. Nov. Dec. Jan. Feb. Mar. Apr. May. Jun. Jul.