

Purtle Padel (trade name Sol Padel) Policies and waiver acceptance form

TERMS & CONDITIONS

I, understand and agree that:

I am bound by the relevant Tennis Australia national policies (as developed and amended from time to time) including but not limited to: Member Protection Policy, the Code of behaviour, the Anti-Doping Policy, Sun smart Policy, Alcohol Policy.

I understand the those policies I'm bound by may change from time to time and that it is my responsibility to check these policies and policy changes on the SOL PADEL website.

In addition I know and agree to behave in a manner consistent with SOL PADEL's expectations as described below.

Conditions of use and Entry

I acknowledge that I will be exposed to certain risks when using the facilities, including but not limited to physical injury and death. I know enter SOL PADEL at my own risk.

I am responsible for my own property at all times. SOL PADEL does not accept any responsibility for any property that is stolen, lost or damaged at the Padel facility and at Sol Padel Clubhouse.

Security cameras operate within Sol Padel. I know that I may be recorded on camera.

Sol Padel reserves the right to refuse entry to any person or remove any person from the facility for any breach of the policies or any other reason.

Medical & Liability

I authorise Sol Padel to obtain medical assistance, treatment and transport as necessary for myself and acknowledge I will be responsible for any cost associated.

By signing this agreement, I acknowledge and agree the staff at Sol Padel will act on my behalf, according to their best judgement, in any emergency/incident where I might require medical attention.

I release Sol Padel from any and all liability for injury or illness and cost incurred whilst undertaking a program or event at the Padel facility.

Sol Padel staff will advise pregnant women that there may be risks involved, and encourage them to obtain medical advice about those risks. Pregnant women should be aware that their own health and wellbeing, and that of their unborn children, are of utmost importance in their decision making about the extent and manner in which they participate in our sport and at our facilities.

If you haven't exercised regularly in a while or if you are unsure of your health status, have health problems or are pregnant, please consult with your doctor before starting any exercise program and obtain a medical clearance.

Waiver and Release

I agree to abide by the policies of Sol Padel. I am responsible for any damage to the equipment which I may cause due to negligence.

I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Sol Padel, and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises, of, or for the benefit of, Sol Padel, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, wilful or wanton misconduct.

I understand that the activities, in which I will participate, may be inherently dangerous and may cause serious or grievous injuries,

including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims of damage, injuries and death sustained to me or my property, that I may have against the aforementioned release party to such activities, including claims in tort, contract, equity or otherwise.

I acknowledge, agree and represent that I understand the nature of, Sol Padel I AM IN GOOD HEALTH and in PROPER PHYSICAL CONDITION to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will IMMEDIATELY STOP further participation in the activity.

By this Waiver, I assume any risk, and take full responsibility and waive and of personal injury; death, damage, or loss of personal property, associated with Sol Padel, including but not limited to using the facility and its equipment in any manner, form or fashion, and participating and/or engaging in any aerobic activity, taking aerobics classes or other cardiovascular activity classes at the facility, or action sport activities, and/or engaging in weightlifting activities, massage, event or other related activities on and off the premises.

This WAIVER AND RELEASE contain the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Sol Padel, whether by agreement, by operation of law, or otherwise.

I have read, understood and fully agree to the term of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights.

Nothing in this waiver effects the binding nature of other warranties, representations, acknowledgement and information in this document.

WAIVER AND RELEASE ACCEPTANCE FORM* *

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL

AS A PARENT/GUARDIAN OF THE FOLLOWING (WHO IS UNDER 18), I AGREE TO THE CONDITIONS SET OUT ABOVE ON HIS/HER/THEIR BEHALF. Minor's Name(s)