**Roaring Fork Pickleball Association**

**Waiver and Release of Liability**

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Roaring Fork Pickleball Association, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Roaring Fork Pickleball Association from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Roaring Fork Pickleball Association’s negligence. This is not intended to release Roaring Fork Pickleball Association from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Roaring Fork Pickleball Association for any claim released by this Agreement. I further agree that should any claim be made against Roaring Fork Pickleball Association in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnity (reimburse) Roaring Fork Pickleball Association for any such claim and expenses including attorney’s fees and costs incurred by Roaring Fork Pickleball Association in defending themselves or security indemnity hereunder.

2. I understand that Roaring Fork Pickleball Association is not responsible for any lot, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments. **(See Below)**

4. I further acknowledge and accept that there are presently additional health risks associated with my participation in this program during the COVID-19 pandemic, and hereby agree to comply with all Town of Carbondale regulations,  policies and rules related to the COVID-19 pandemic for so long as the ongoing local COVID-19 health emergency exists as declared by the Town of Carbondale Board of Trustees. With full awareness and appreciation of the risks involved, I also hereby forever release, waive, discharge, and covenant not to sue, the Town of Carbondale, its Parks & Recreation Department, officers, employees and agents, with regard to any and all liability, claims, demands, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death,  I may sustain related to COVID-19 due to my participation in this  program, regardless of any negligence by the Town or its officers, employees and/or agents.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Roaring Fork Pickleball Association for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Roaring Fork Pickleball Association, will void and terminate this Agreement and may result in loss of the ability to use the facility. I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

**Name (please print):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Darien Tennis/Pickleball Courts + Young/Callaway Alpine Pickleball Courts Rules and Regulations**

1. Use this facility at your own risk.
2. Tennis and/or pickleball play only. No children allowed unless playing tennis or pickleball.
3. No skateboards, bikes, rollerblades, or wheeled devices on courts.
4. Smooth-bottomed sneakers only. No cleats or black-soled athletic shoes.
5. No food, glass containers, or pets on the courts.
6. Alcohol, tobacco and drug use are prohibited.
7. Inappropriate behavior and/or obscene language are prohibited.
8. Courts are available on a first-come, first-served basis for drop-in play during non-programmed and non-reserved hours.
9. Carbondale Recreation Tennis and Pickleball Lessons take precedence over drop-in use.
10. Exclusive court use by organized groups, classes, or teams is not allowed without a permit issued by the Town of Carbondale Parks and Recreation Department,
11. Limit play to one hour if others are waiting.
12. Call Carbondale Parks and Recreation at 970-510-1290 to report court issues.