

FRUITHILL, INC. - Yamhill Station – Pickleball & Recreational Activities

Fruithill, Inc. – Yamhill Station strives to reduce risks and insists that all participants follow safety rules, guidelines or instructions that are designed to protect participants' safety. However, participants and parents/guardians of minors participating, must recognize that there is an inherent risk of injury when choosing to participate in recreational programs and activities.

You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, to consult a physician before undertaking any physical activity.

WARNING OF RISK

Pickleball is intended to challenge and engage the participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including but not limited to head injury, neck or back injury, wrist and ankle fractures, and other orthopedic injuries to limbs and joints. All hazards and dangers cannot be foreseen. The very nature of Pickleball and physical activity is risky, including but not limited to slips and falls, colliding with other players of varying degrees of skill (including being struck from behind), tripping, failure in supervision or instruction, horseplay, carelessness, poor technique, poor conditioning, rule violations, striking a stationary object, premises defects outside the court, and all other risks inherent to participating in this program/activity. In this regard, it must be recognized that it is impossible for Fruithill Inc – Yamhill Station to guarantee absolute safety.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you the participant or the minor child/ward might sustain as a result of participating in all activities connected with and associated with this location or facility.

ACKNOWLEDGEMENT

I recognize and acknowledge that there are certain risks of physical injury to participants in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in this program/activity against Fruithill, Inc. – Yamhill Station, including owners, volunteers and employees. I, for myself, my heirs or assigns, hereby release, waive, discharge and covenant not to sue Fruithill, Inc., - Yamhill Station as well as their owners, employees and volunteers, sponsors and other participants from liability from all claims resulting in personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss arising from, but not limited to, participation.

In consideration of being allowed to participate in any way in activities and pickleball provided by Fruithill, Inc. – Yamhill Station, its related events and activities, I, the undersigned, acknowledge, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. 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; and,
3. 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 and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin,

HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Fruithill, Inc. – Yamhill Station, their owners, volunteers, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, 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.

5. As a condition of my participation in activities on location (6501 NE Hwy 240, Yamhill, OR 97148) and use of the premises where such activities occur, I further agree: to pay the costs of any emergency evacuation of my person or belongings from any activity that may be necessary

INDEMNIFICATION AND HOLD HARMLESS

I also agree to indemnify and hold harmless Fruithill, Inc., - Yamhill Station as well as their owners, employees and volunteers, sponsors and other participants and all named above harmless from all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement.

Adult Participant's Name

First Name*

Last Name*

Phone*

Date of Birth*

Participant Signature

Date

MINOR Participant's Name

First Name*

Last Name*

Participant Phone*

Participant Date of Birth*

Parent or Guardian's Phone*

Parent or Guardian's Date of Birth*

Parent or Guardian Signature

Date
