

# Disclosures, Agreements and Policies

**As a member or guest of Paramount Pickleball Club, you are responsible and expected to review and comply with these policies at all times. If you violate any of these policies, your center access, or event participation may be suspended or terminated. Our decision on all questions regarding construction or interpretation of these policies is final.**

**We may change these policies at any time without notice, at our sole discretion. As a member or guest of Paramount Pickleball Club, you are responsible and expected to review and comply with these policies at all times.**

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## Assumption of Risk

I, the undersigned, wish to participate in pickleball activities organized by Paramount Pickleball Club, LLC. I understand and acknowledge that the use of Paramount Pickleball Club's premises, services, activities, equipment or products, involves inherent risks of injury or damage, dangers, and hazards, including but not limited to:

- **Physical Injuries:** Including but not limited to sprains, strains, fractures, bruises, cuts, and concussions that may occur due to slips, falls, collisions, improper use of equipment, or aggravation of pre-existing injuries.
- **Health Risks:** Including exhaustion, dehydration, heat stroke, or other physical conditions that may arise from physical exertion or inadequate hydration or nutrition or pre-existing medical conditions.
- **Environmental Hazards:** Including uneven surfaces, weather conditions, and other factors that may affect the playing environment.
- **Equipment Risks:** Including potential malfunctions or improper use of pickleball equipment such as paddles, balls, and nets.
- **Personal Conduct Risks:** Including risks associated with my actions or the actions of other participants, such as failing to follow safety instructions or engaging in reckless behavior.
- **Pain & Suffering:** loss of love, affection, comfort, companionship, care, emotional distress, embarrassment, humiliation or shock.

I fully understand that these risks can lead to severe injuries or even death and that such outcomes cannot always be predicted or prevented. I acknowledge that while Paramount Pickleball Club may take reasonable steps to provide a safe environment, they cannot eliminate all risks associated with the sport. You, Minor Member(s), Guest(s) and/or other persons. You fully understand and VOLUNTARILY and WILLINGLY assume the risks of injury.

## **Voluntary Participation**

I affirm that my participation in pickleball activities is entirely voluntary, and I have not been coerced or pressured into participating. I understand that I am free to withdraw from any activity at any time without penalty or negative consequence.

## **Health and Fitness**

I certify that I am physically fit and have no medical conditions that would prevent me from safely participating in pickleball activities. I understand that it is my responsibility to consult with a healthcare professional if I have any concerns about my physical ability to participate.

## **Release of Liability**

In consideration of being allowed to participate in pickleball activities at Paramount Pickleball Club, I hereby release, discharge, and hold harmless Paramount Pickleball Club, its officers, employees, agents, and volunteers from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, or any other liability arising from my participation in pickleball activities, except in cases of gross negligence or willful misconduct.

## **Indemnification**

I agree to indemnify and defend Paramount Pickleball Club, its officers, employees, agents, and volunteers against any claims, damages, costs, or expenses, including reasonable attorney's fees, arising out of or in connection with my participation in pickleball activities.

## **Severability**

I understand that if any part of this Assumption of Risk Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **Covid-19 Immunity**

I understand that Paramount Pickleball Club is immune from civil liability for damages or an injury resulting from exposure of an individual to Covid-19 on the premises of Paramount Pickleball Club or during an activity managed by Paramount Pickleball Club.

## **Minor Release (if applicable)**

I, the undersigned, am the parent or legal guardian of the minor participant named above. I have read and understood the Assumption of Risk Agreement and the inherent risks associated with pickleball activities. I consent to my child's participation in pickleball activities organized by Paramount Pickleball Club and agree to the terms and conditions outlined in this agreement.

I hereby release, discharge, and hold harmless Paramount Pickleball Club, its officers, employees, agents, and volunteers from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, or any other liability arising from my child's participation in pickleball activities, except in cases of gross negligence or willful misconduct.

I acknowledge that it is my responsibility to ensure that my child follows all rules and guidelines set forth by Paramount Pickleball Club and to consult with a healthcare professional regarding any concerns about my child's physical ability to participate in pickleball activities

### **Acknowledgment of Understanding**

I acknowledge that I have been provided with sufficient information regarding the rules and safety guidelines of pickleball and agree to adhere to these guidelines at all times. I understand that I have the right to ask questions and seek clarification regarding any aspect of this Assumption of Risk Agreement before signing.

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## **Use Permission and Release**

### **Use of Premises and Services**

By accessing and utilizing the facilities and services provided by Paramount Pickleball Club, you acknowledge and agree that your use encompasses, but is not limited to, the following: (1) all areas within and surrounding the club, including pickleball courts, lobby, entryways, sidewalks, parking lots, and any other facilities; (2) participation in services and activities, including special athletic events, classes, or sessions; and (3) engagement in any programs, events, amenities, or benefits offered, sponsored, or endorsed by Paramount Pickleball Club, whether on or off the premises.

### **Grant of Rights & Release**

You hereby grant Paramount Pickleball Club an irrevocable and unrestricted right to use, reproduce, and distribute any photographs or videos taken of you, your guests, or anyone in your party while on the premises or participating in club-related activities. This includes, but is not limited to, use for marketing, advertising, promotional purposes, and social media. You acknowledge and agree that you will not receive any royalties or compensation for the use of these materials. This release is provided voluntarily, and you understand that you are not entitled to any payment or consideration for the use of the materials. This agreement becomes effective upon your initial entry to Paramount Pickleball Club and shall remain in effect indefinitely.

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# Reservation and Refund Policy

At Paramount Pickleball Club, we aim to provide a smooth and enjoyable experience for all players.

## Court Reservations

- **Making a Reservation:**
  - You can use the user friendly app, Court Reserve or [www.courtreserve.com](http://www.courtreserve.com) (link to ours specifically) and book today
  - Reservations are available on a first-come, first-served basis and can be made up to 14 in advance.
  - Reservations are \$24/hour
  - Minimum of 1 player and up to 6 players maximum per court for each reservations. ALL players are required to sign the club policies/liability waiver.
  - Group Events available. Contact [hello@paramountpickleballclub.com](mailto:hello@paramountpickleballclub.com)
- **No-Shows:**
  - If you fail to show up for your reserved court time without prior notice, the reservation fee is non-refundable, and the time slot will be forfeited.

## Refund Policy

- **Court Reservation Cancellations:**
  - You may cancel a court reservation by going to [courtreserve.com](http://courtreserve.com) or using the Court Reserve App.
  - **More than 48 Hours Before Reservation:** If you cancel your court reservation more than 48 hours before the scheduled time, you will receive a full refund of the reservation fee.
  - **Within 48 Hours of Reservation:** Cancellations made within 48 hours of the reserved time will be issued club credit.
- **Group Events:**
  - **Cancellations by the Organizer:**
    - **More than 14 Days Before Event:** A full refund of the amount paid, excluding the non-refundable deposit, will be issued.
    - **Within 14 Days of Event:** Cancellations made within 14 days of the event are non-refundable, but you may reschedule the event to a later date, subject to availability.
  - **Cancellations by Paramount Pickleball Club:** If we cancel your group event due to unforeseen circumstances, you will receive a full refund, including the deposit, or the option to reschedule at no extra cost.

## Exceptions

We reserve the right to make exceptions to this policy on a case-by-case basis, particularly in cases of medical emergencies, family emergencies, or other extenuating circumstances. Documentation may be required to support your request.

## Changes to This Policy

Paramount Pickleball Club reserves the right to modify or update this Reservation and Refund Policy at any time. Any changes will be communicated through our website or directly to affected customers.

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## Code of Conduct

At Paramount Pickleball Club, we strive to create a welcoming and enjoyable environment for players of all skill levels. To achieve this goal, we ask that all members, guests and spectators adhere to the following Code of Conduct on the premises:

### Respect for Others

- **Sportsmanship:** Always display good sportsmanship. Congratulate opponents on good shots, win or lose gracefully, and avoid negative comments or behavior. Maintain a positive attitude and encourage fellow players.
- **Inclusivity:** Treat all participants, spectators, and staff with respect, regardless of age, gender, ethnicity, ability, or skill level. Make an effort to include and support new or less experienced players.
- **Language:** Use appropriate language at all times. Avoid foul, profane, derogatory remarks, or any form of verbal abuse. Do not threaten, harass or intimidate any persons on the premises.
- **Conflict Resolution:** Address any conflicts or disputes calmly and respectfully. Striking or attempting to have a physical altercation with any person is prohibited. There will be no threatening,

### Safety and Fair Play

- **Follow the Rules:** Adhere to the official rules of pickleball as outlined by the USA Pickleball Association or relevant governing body. Respect the decisions of referees and officials.
- **Physical Safety:** Avoid aggressive or dangerous play. Prioritize the safety of yourself and others by being aware of your surroundings and avoiding unnecessary risks.
- **Equipment Safety:** Use equipment properly and ensure that it is in good condition. Report any damaged equipment to Paramount Pickleball Club.

## Facility Etiquette

- **Court Reservations:** Respect court reservation policies. Arrive on time for your scheduled play and vacate the court promptly when your time ends.
- **Cleanliness:** Keep the facility clean by disposing of trash properly and returning equipment to its designated area. Please do not bring food or drink onto the courts.
- **Shared Spaces:** Be mindful of others using shared spaces. Maintain a respectful and considerate attitude in all club facilities.
- **Substances:** Substances that impair performance or judgment during pickleball activities are not permitted. Smoking on the premises is prohibited.
- **No Unattended Children:** Children must be supervised by an adult at all times. Unattended children are not allowed in any area of the facility, or on courts that are not reserved.
- **Footwear & Equipment:** Only appropriate footwear is permitted on the courts. Shoes with wheels (e.g. Heelys) and scooters are not allowed on the premises to ensure the safety of all participants and to prevent damage to the courts.

## Compliance with Club Policies

- **Adhere to Guidelines:** Follow all club rules, policies, and procedures, including those related to court usage, and safety protocols.
- **Report Issues:** Report any violations of the Code of Conduct or safety concerns to Paramount Pickleball Club immediately. Help maintain a safe and enjoyable environment for all members.

## Consequences of Violations

- **Warning:** Minor infractions may result in a verbal or written warning.
- **Suspension:** Repeated or serious violations may result in temporary suspension from club activities.
- **Expulsion:** Severe or persistent violations may lead to permanent expulsion from the club, without a refund.

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## Privacy Policy

At Paramount Pickleball Club, your privacy is our priority. We are dedicated to safeguarding your personal information and handling it responsibly. This Privacy Policy explains how we collect, use, and protect your data when you interact with our services, participate in our activities, or visit our website. By engaging with Paramount Pickleball Club, you agree to the practices described in this policy.

## Information We Collect

We may collect and process the following types of personal information:

- **Contact Information:** Name, email address, phone number, mailing address.
- **Demographic Information:** Age, gender, and other relevant data.
- **Payment Information:** Credit card details and billing address, collected for processing court fees, event fees, or other purchases.
- **Activity Data:** Information related to your participation in Paramount Pickleball Club activities, including booking history, attendance, and preferences.
- **Online Activity:** Information collected through cookies, web beacons, and other online tracking technologies when you visit our website or interact with our online services.

## How We Use Your Information

We use the personal information we collect to:

- **Provide Services:** Facilitate your participation in our activities, process payments, and provide customer support.
- **Communication:** Send you information about club activities, events, promotions, and updates that may be of interest to you. You can opt out of marketing communications at any time. That can include text messages and phone calls from automated technology.
- **Improve Services:** Analyze usage patterns to enhance our offerings, develop new services, and improve the overall experience at Paramount Pickleball Club.
- **Legal Obligations:** Comply with applicable laws, regulations, and legal processes.

## Sharing Your Information

We may share your personal information with:

- **Service Providers:** Third-party vendors who assist us in operating our club, processing payments, managing marketing campaigns, and maintaining our website.
- **Legal and Regulatory Authorities:** When required to comply with legal obligations or protect the rights, property, or safety of Paramount Pickleball Club, our members, or others.

## Data Security

We take the security of your personal information seriously and implement appropriate technical and organizational measures to protect it from unauthorized access, loss, misuse, or alteration. However, please note that no method of transmission over the internet or method of electronic storage is completely secure.

## Data Retention

We will retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

## Your Rights

You have the following rights regarding your personal information:

- **Access:** Request access to the personal information we hold about you.
- **Correction:** Request correction of any inaccurate or incomplete information.
- **Deletion:** Request the deletion of your personal information, subject to certain legal obligations.
- **Opt-Out:** Opt-out of receiving marketing communications from us.

To exercise these rights, please contact us using the information provided in the **Contact Us** section below.

## Cookies and Tracking Technologies

We use cookies and similar tracking technologies to enhance your experience on our website, analyze site traffic, and understand user behavior. You can manage your cookie preferences through your browser settings. Please note that disabling cookies may affect the functionality of our website.

## Third-Party Links

Our website may contain links to third-party websites, plugins, and applications. We are not responsible for the privacy practices of these third parties, and we encourage you to read their privacy policies.

## Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. We will notify you of any significant changes by posting the updated policy on our website or through other communication channels.

## Contact Us

If you have any questions or concerns about this Privacy Policy please contact us at:

### **Paramount Pickleball Club**

5125 W Hudson Way Ste 100, Lehi, UT 84043

[hello@paramountpickleballclub.com](mailto:hello@paramountpickleballclub.com) or (801) 448-7837