



THANKS FOR PICKLEBALLING WITH US!

Prior to entering the courts, this Agreement must be read carefully and signed. Thank you and enjoy.

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AGREEMENT 2025 PICKLEBALL INJURY & DAMAGE WAIVER **ADULT 18+**

THIS AGREEMENT COVERS ASSUMPTION OF RISKS, RELEASE OF LIABILITIES, WAIVER OF CLAIMS & RENTAL AGREEMENT TERMS (the "Agreement") FOR 2025. BY SIGNING THIS DOCUMENT YOU WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE COURTS AND RENTAL EQUIPMENT AND WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

OVERVIEW: In this Agreement the term "Pickleball" includes use of any of the court facilities at Springbank Links Golf Course Ltd. (the "Club"), including, without limitation, parking lots, roadways, pathways, courts, restaurant, rental and use of equipment and all other activities including involvement as a participant, visitor or spectator at events, activities, clinics, lessons, tournaments and competitions which take place at the Club.

ASSUMPTION OF RISKS: I agree to assume all risks and hazards of Pickleball of whatsoever kind, including but not limited to: accidents or collisions involving persons, nets, fence, slips and falls; being hit by pickleballs, paddles, stray golf balls; lightning strikes; encounters with domestic or wild animals; failure to act safely or within one's own ability; partial negligence of other persons, or on the part of the Club; and their associated companies, and their respective directors, officers, shareholders, employees, instructors, guides, agents, volunteers, contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively "the Releasees"). I understand that partial negligence includes the potential failure on the part of the Releasees to protect me from all the risks of Pickleball.

1. **RELEASE OF LIABILITY AND WAIVER OF CLAIMS:** I agree to waive any and all claims and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of Pickleball due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act*, R.S.A. 2000, c.0-4 on the part of the Releasees. I agree that any litigation involving the Releasees shall be brought solely within the exclusive jurisdiction of the Courts of the Province of Alberta. I further agree that these conditions and any rights, duties and obligations as between the Releasees and myself shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction.
2. **BINDING AGREEMENT:** I HAVE READ AND UNDERSTAND THIS AGREEMENT ON THIS FORM AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

3. I ALSO AGREE:

- i. I shall not play Pickleball if impaired from consuming alcohol, cannabis or any other drug.
 - ii. I authorize the Club to use my credit card on file, or below, or a relevant credit card, such as the one used to book at the Club for any damages caused to, or caused by me, or my guest(s).
 - iii. I agree to comply with signage.
4. I am familiar with the proper and safe play of Pickleball.



CHECK IF A GOLF MEMBER. IF SO, AND YOUR ACCOUNT INFORMATION IS CURRENT, PLEASE DISREGARD THE BELOW CREDIT CARD BOX.

NAME ON CREDIT CARD:		
TYPE OF CARD (circle): MC / VISA / AMEX:		
CREDIT CARD # _____	EXPIRY: ____ / ____	CVC: ____
PADDLE # _____, STAFF INITIAL _____		
DATE RENTED: _____, 2025		

I agree to the terms of this Agreement.

Name (print) & Signature :

Agreed to by:

KEMM HEISE
GENERAL MANAGER | SPRINGBANK LINKS GOLF COURSE LTD.

IF YOU ARE UNDER 18 years of age, have the following CONSENT FOR A MINOR completed in order for you to rent/use the courts and equipment. **Consent by signature is required from your Parent or Legal Guardian** prior to entering the courts.



CONSENT FOR A MINOR

MINOR AGED UNDER 18

THIS CONSENT FOR A MINOR COVERS ASSUMPTION OF RISKS AND BY SIGNING THIS DOCUMENT THE MINOR IS PERMITTED TO PLAY PICKLEBALL AND RENT OR USE THE COURTS AND EQUIPMENT FOR THE 2025 SEASON.

I, _____ (name of Parent/ Legal Guardian),
residing at _____ - (address) give my
consent to _____ (the "MINOR"),
who was born on _____, _____, _____, to rent courts and/or equipment to play Pickleball
at Springbank Links Golf Course Ltd. (the "Club").

ASSUMPTION OF RISKS: I understand the risks and hazards of playing Pickleball, including but not limited to accidents; collisions; slips and falls; being hit by paddles, pickleballs and stray golf balls; lightning strikes; encounters with domestic or wild animals; failure to act safely or within one's own ability.

I REPRESENT the MINOR is under 18 years of age and children under 12 must be accompanied by an adult.

THE MINOR IS RESPONSIBLE to be familiar with proper and safe play of Pickleball and use of equipment.

I DECLARE THAT THE INFORMATION SHOWN ON THIS CONSENT OF A MINOR IS TRUE AND CORRECT.

DATE: _____, 2025

Signature of Parent/Legal Guardian Giving Consent

Identification to verify Parent/ Legal Guardian

Phone Number of Parent/ Legal Guardian

Signature of MINOR