

GOLDEN RACKET ACADEMY - CLIENT WAIVER & RELEASE OF LIABILITY

Tennis & Pickleball Instruction | Effective upon acceptance at registration

Golden Racket Academy LLC (or its successor entity upon formation/registration)

5530 Sohl Ave, Hammond, IN 46320

PO BOX 129

Support: info@goldenracketacademy.com

This Waiver is incorporated by reference into Golden Racket Academy's Terms of Service ("ToS").

By checking the box at registration (and/or signing electronically later), you agree to this Waiver.

1. Definitions

"Company" means Golden Racket Academy LLC (or its successor entity upon formation/registration), including its owners, officers, directors, employees, agents, and representatives.

"Instructor" means any independent contractor coach or professional introduced, scheduled, or otherwise facilitated through the Company's marketplace.

"Participant(s)" means the person(s) receiving instruction (adult or minor) and, where applicable, the parent/guardian signing on a minor's behalf.

"Activities" include, without limitation, tennis and pickleball instruction, drills, warm-ups, conditioning/footwork, practice play, use of balls/rackets/paddles or other training aids, and participation at public courts, private properties, clubs/HOAs, parks, or other locations chosen by Client/Participant(s).

2. Important Notice

Tennis and pickleball involve inherent risks of injury, including serious injury or death. By participating, you assume these risks and agree to the releases and acknowledgments below.

The Company facilitates introductions and scheduling but does not provide medical advice and does not guarantee Instructor availability, skill, conduct, or safety outcomes.

3. Assumption of Risk

I understand and voluntarily assume all risks associated with the Activities, whether known or unknown, including risks arising from:

- Slips, trips, and falls; wet or uneven surfaces; cracks; debris; poor lighting; weather-related hazards; heat illness; dehydration; cold-related injury.
- Being struck by balls, rackets/paddles, or other equipment; contact with nets, posts, fencing, or surrounding objects.

- Collisions with other participants, spectators, passersby, vehicles/bicycles in parks, or other third parties; stray balls from adjacent courts.
- Physical exertion or overexertion, strains/sprains, fractures, dizziness, faintness, shortness of breath, chest discomfort, or other symptoms; aggravation of pre-existing conditions.
- Conditions and hazards at locations not controlled by the Company, including public courts, private property/backyards, clubs/HOAs, and facilities with their own rules or restrictions.

4. Health and Fitness Acknowledgments (Adults & Minors)

I represent that I (and any minor Participant(s) for whom I am signing) am/are physically and medically able to participate in the Activities. If appropriate, I have consulted a physician regarding participation. I understand that neither the Company nor any Instructor is a health care provider, and no medical advice is provided.

I agree to disclose to the Instructor, before each session, any limitation, condition, injury, or concern that could affect safe participation, to the extent I choose to disclose. The decision to participate is mine (or mine as parent/guardian for a minor).

I agree sessions must be stopped or modified if any symptoms or conditions suggest participation is unsafe, including even mild symptoms, and I agree to follow Instructor safety directions.

5. Minors: Consent, Supervision, and Boundaries

If I am signing on behalf of a minor Participant, I represent that I am the minor's parent or legal guardian (or otherwise have legal authority to consent).

I agree to the following minor safety rules:

- A parent/legal guardian must be present and remain within sight and hearing for the entire session.
- If a guardian cannot be present, the guardian must provide written notice to the Company in advance designating an adult (name provided) as the Authorized Supervising Adult who will remain present throughout the session. If no supervising adult is present, the Instructor may pause or end the session.
- No private communication between an Instructor and a minor outside the session. Scheduling and communication must be with the parent/guardian (or Authorized Supervising Adult) only.
- No Instructor accompaniment of a minor to a restroom or private area. Ever.
- No social media contact between Instructor and minor.
- No photos or video recordings of minors by the Company or Instructor without the parent/guardian's separate written consent. The default position is that no minor images are captured or used.

6. Location, Facility Rules, and Property Conditions

Sessions may occur at public courts, private property/backyards, clubs/HOAs, gyms, or other facilities. I am responsible for selecting (or approving) a location that is safe, suitable, and permitted for instruction, including compliance with facility rules, licenses, permits, reservations,

and HOA/club policies.

For private property sessions, I agree to secure pets, close gates, remove hazards, and keep the area reasonably safe and playable. The Company does not inspect locations and is not responsible for hazards at third-party or private properties.

7. Recording, Cameras, and Privacy

Recording or photographing a session is permitted only with the Instructor's consent. If an Instructor says "no," the answer is no. Any recording must be for personal use only unless the Instructor provides separate written consent.

I agree not to publish, post, livestream, or otherwise distribute any recording that includes an Instructor's likeness or voice without the Instructor's prior written consent.

I agree not to record other minors or third parties without their consent. I further agree to disclose, in advance of any session at my home/private property, the presence of any fixed recording devices (e.g., doorbell or backyard cameras). An Instructor may decline or end a session if they are uncomfortable for any reason, including recording.

8. Equipment Use and Borrowing

If an Instructor lends or allows use of any equipment, I acknowledge such equipment is provided by the Instructor (not the Company) and I assume all risks of using it. Any reimbursement or replacement for lost or damaged Instructor-owned equipment is strictly between Client/Participant and the Instructor. The Company does not mediate, guarantee, or assume liability for such equipment.

9. Background Screening Disclosure; No Guarantee of Safety

The Company may use a third-party background screening vendor (vendor may change over time). Screening may include identity/address history checks and criminal record searches where available, subject to legal limits, reporting delays, and record accuracy.

Background screening reduces risk but does not eliminate it. THE COMPANY DOES NOT GUARANTEE ANY PERSON'S SAFETY, CONDUCT, OR SUITABILITY. For minors, adult supervision remains required at all times.

10. Emergencies and Medical Treatment Authorization

In the event of an injury or medical emergency, I authorize the Instructor and/or the Company to contact emergency services and to provide reasonable first aid until professional assistance arrives. Any medical or emergency costs are my responsibility.

11. Release of Liability

To the fullest extent permitted by law, I release and hold harmless the Company and the Instructors from any and all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses arising out of or related to participation in the Activities, including claims arising from ordinary negligence.

This release does not apply to gross negligence, recklessness, or willful misconduct to the extent such claims cannot be released under applicable law.

12. Incident Notice (Operational)

I agree to notify the Company as soon as reasonably possible of any significant incident, injury, safety concern, or dispute relating to a session so the Company can investigate and respond. This notice requirement is intended to be operational and does not waive rights that cannot be waived under applicable law.

13. Terms of Service Incorporated; Disputes

This Waiver is incorporated into and governed alongside the Company's Terms of Service. Dispute resolution terms (including any negotiation/mediation/arbitration process) are set forth in the Terms of Service.

14. Severability; Electronic Acceptance

If any provision of this Waiver is found unenforceable, the remaining provisions will remain in full force and effect. By checking the box at registration and/or signing electronically, you agree your electronic acceptance constitutes your signature.

Acknowledgment

I have read and understand this Waiver & Release. I understand that by agreeing, I am giving up certain legal rights to the fullest extent permitted by law.