

Pickleball Paddock Annual

MEMBERSHIP AGREEMENT



Introduction

This membership agreement ("Agreement") is entered into between Pickleball Paddock, herein after referred to as the "Club", and the undersigned individual, herein after referred to as the "Member". Collectively they are referred to as the "Parties".

1. Membership Details

- 1.1** The Member agrees to become a member of the club for a term of 1 (one) year. Membership term begins the date of purchase (the "Start Date"), unless purchased prior to Club opening, in which case the one year term begins first day of Club operations.
- 1.2** Memberships are non-refundable, excluding extenuating circumstances including, but not limited to relocation and/or injuries resulting in 30 or more days recovery time.
- 1.3** Memberships will auto-renew on the purchase date anniversary unless the club is notified at least 72 hours in advance of the renewal period.
- 1.4** Membership dues and fees, along with any applicable taxes will be auto-paid monthly from Members payment profile on file. Club accepts credit card or echeck payments.

2. Membership Rights

- 2.1** The Member shall be entitled access to the Club's facilities and participate in Club activities during operational hours, subject to any rules and regulations set forth by the Club.
- 2.2** The Member shall be entitled to use equipment provided by the Club during visits, subject to availability and any usage guidelines established by the Club.

3. Obligations of the Member

- 3.1** The Member agrees to abide by all Club Rules and Regulations, including but not limited to safety protocols, dress code, and code of conduct guidelines.
- 3.2** The Member agrees to use the Club's facilities and equipment responsibly and with care.
- 3.3** The Member attests to health and physical well being to be able to participate in Club activities.
- 3.4** The Member agrees to adhere to any reservations or booking procedures established by the Club for accessing facilities and participating in activities or events.
- 3.5** The Member shall pay membership dues and all applicable taxes and fees in accordance with the membership plan purchased. Members with payments in arrears are subject to have their account suspended and/or terminated if not settled in a timely fashion.

4. Membership Termination

4.1 The Club reserves the right to terminate or suspend the membership of any Member found to be in violation of this Agreement, membership plan purchased, or the Club's Rules and Regulations, without refund of membership dues. This shall be at Club's sole discretion.

5. Liability and Indemnification

5.1 The Member knowingly and voluntarily assumes all risks of liability, loss, illness, injury or death caused or arising from the use of Club's facility. The Club shall not be liable for any injuries, damages, or losses incurred by the member during such participation.

5.2 The Member agrees to indemnify and hold harmless the Club, its officers, directors, employees and agents from any claims, damages, liabilities, or expenses arising from Member's use of the Club's facilities or participation in Club activities.

6. Miscellaneous

6.1 The Member represents, acknowledges and agrees to have authority to bind themselves and any family members (if "Couple" or "Family" membership plan is purchased) to the terms and provisions in this Agreement.

6.2 "Couples" and "Family" Members are required to be from the same household as the primary Member account holder.

6.3 The Member shall promptly notify the Club of any changes in Member account, payment method or membership information.

6.4 Membership pricing is subject to change by the Club with reasonable notice to the Member.

6.5 The Member acknowledges and agrees that they have authority to use the credit card or other payment method used to purchase the membership, and will not dispute the scheduled transactions with Member's bank or financial institution provided the amounts charged are in accordance with their membership purchased.

6.6 If membership is cancelled or terminated, Member will be placed at the last position available on the waiting list for Club memberships. The membership position vacated will be offered to those on the waiting list in order of priority on when they joined the waiting list.

6.7 This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and the Code of Conduct and the Rules & Regulations (below) and supersedes all prior agreements and understandings, whether written or oral

6.8 This Agreement may not be modified or amended except in writing and signed by both Parties.

CODE OF CONDUCT + RULES AND REGULATIONS



Code of Conduct

- Always exhibit good sportsmanship when playing or spectating.
- Portable speakers or music are not allowed in the facility.
- Never direct any form of abuse at others.
- Be considerate of the noise level when others are playing around you.
- Never throw your paddle or otherwise purposely mishandle equipment.
- Be respectful of players of lesser ability.
- Always strive to make correct line calls – when in doubt, you must call the ball in.
- Never proceed on to a court while a point is in progress if you are not a part of the game.
- Stop play if an unsafe situation arises, such as a stray ball or a player getting injured.
- Warn adjacent court players if your game's ball rolls on to their court.
- Wear safe and proper attire, including shirts and non-marking shoes for court surfaces.
- Proper eye protection is recommended.
- Accept responsibility for your guests and family members in attendance.
- Do not play if your movement or judgment is impaired by alcohol or other drugs.

Rules & Regulations

- Arrive at least 10 minutes prior to your court/event time.
- All players must check in at the front desk prior to proceeding to assigned court.
- If others are still playing, wait outside the gate of your court until your assigned time begins.
- Players must bring their own paddles and balls, unless otherwise provided by the Club.
- Please be mindful of the time slot you have signed up for.
- Upon leaving, please clean up court area with any belongings you brought on the court.
- No gum, food or drink (except water) is allowed on the courts.
- Food and drinks are allowed in the lobby and mezzanine areas only. No alcohol is permitted.
- Please clean up any trash before leaving your court and the facility.
- A Maximum of 6 people are allowed per court at one time.
- When registering for leagues and tournaments, please sign up for the appropriate skill level according to USAPA Skill Level ratings OR an official DUPR rating:
<https://usapickleball.org/wp-content/uploads/2020/07/USAPA-Skill-Rating-Definitions-2020.pdf>.
- Pickleball Paddock staff reserves the right to move members to their proper competitive skill level of play, if deemed necessary

Member signature required acknowledging you as a Member have read and agree to the terms of this Pickleball Paddock Membership Agreement, Code of Conduct, and Rules & Regulations.