

## **RELEASE OF LIABILITY WAIVER OF CLAIMS**

By signing this document you will waive certain legal rights, including the right to sue.

### **PLEASE READ CAREFULLY**

I understand that participation in the Fifty West Brewing, LLC DBA 50 West Burger Bar-Pickleball League involves certain risks and dangers which are inherent to sport while training or competing and include but are not limited to death, serious neck and spinal injuries, head or eye injuries, serious injuries to virtually all bones, injuries or impairment to other aspects of my body, general health and well-being.

The preceding list is not inclusive and is meant solely to emphasize the level of risk and danger inherent in the sport of pickleball at any level of competition.

I recognize the risk inherent in the game and hereby release Fifty West Brewing, LLC DBA 50 West Burger Bar Pickleball League from any liability whatsoever arising out of or in connection with the Fifty West Brewing, LLC DBA 50 West Production Works- Pickleball League, including any liability due to the negligence of a breach of care of my contract of my participation involvement at Fifty West Brewing, LLC DBA 50 West Burger Bar.

I further acknowledge that I have read the above release and understand that I am relinquishing any and all rights that I, or any of my dependents, or my heirs, executors or administrators might have against Fifty West Brewing LLC DBA 50 West Burger Bar for any loss, damage, injury of expense suffered by me in connection with all activities associated with my participation in the Pickleball League.

In consideration of being permitted to compete in Fifty West Brewing, LLC DBA 50 West Burger Bar – Pickleball League, I hereby release and forever discharge from any claim and liabilities whatsoever without limitation I might have against Fifty West Brewing, LLC DBA 50 West Burger Bar in the Pickleball League I am involved in, and make this release on behalf of my heirs, executors, administrators and assignors.

**A Note on Dogs:** Fifty West Brewing, LLC DBA 50 West Burger Bar requires the owner or individual in possession of a dog which is on the property of 50 West Burger Bar as an invitee/patron shall keep at all times the dog in the following manners:

1. Firmly secured by means of a collar and chain or other device (leash), so that it cannot stray beyond the premises on which it is secured.
2. Under the reasonable control of some person preferably the owner at all times.
3. Confined exclusively to the patio and taproom areas.
4. Off of the boardwalk area, volleyball courts, ice rink, balcony, parking lot (unless returning to a car), and inside the brewing production center at all times.
5. Management reserves the right to deny access to any dog or other animal at any time.

\*\*If any of the above terms regarding dogs are violated, the owner(s) and dog(s) will be required to leave the premises immediately.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST FIFTY WEST BREWING, LLC DBA 50 WEST BURGER BAR, I WARRANT THAT AT THE TIME OF SIGNING, I AM PHYSICALLY FIT TO PARTICIPATE.**

Signed this (insert date) \_\_\_\_\_

Team Name: \_\_\_\_\_

League (Day of Week): \_\_\_\_\_

Applicant's (Captain) Name: \_\_\_\_\_

Applicant's (Captain) Signature: \_\_\_\_\_

**Team Members:**

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
|    | Print | Sign  |
| 2. | _____ | _____ |
|    | Print | Sign  |
| 3. | _____ | _____ |
|    | Print | Sign  |
| 4. | _____ | _____ |
|    | Print | Sign  |