Adult Assumption of Risk and Liability Waiver

For pickleball, fitness, instruction, events, equipment use, and related activities

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS LEGAL RIGHTS.

Participant Information

Participant legal name *

Date of birth *

Phone *

Email *

Address *

Emergency contact *

Relationship *

Emergency phone *

Activities Covered

Initial *

This waiver applies to my voluntary presence at and participation in activities offered, organized, hosted, or permitted by Gyration Fitness Center, including pickleball play, open play, leagues, tournaments, clinics, lessons, warmups, fitness training, group exercise, equipment use, special events, and use of courts and common areas.

Acknowledgment of Risks

I understand that pickleball and fitness activities involve inherent and other risks that may cause property damage, illness, serious injury, disability, paralysis, or death. Risks include, without limitation:

- falls, slips, trips, collisions with people, balls, paddles, nets, walls, fencing, equipment, or other objects;
- rapid movement, twisting, jumping, repetitive motion, overexertion, dehydration, heat, fatigue, muscle or joint injury, and aggravation of an existing condition;
- equipment failure or misuse, court or surface conditions, lighting, weather, crowding, errant balls, and actions or omissions of other participants; and
- limited or delayed access to medical care and ordinary negligence by Gyration or the Released Parties described on page 2, to the extent California law permits a release of such claims.

Initial *

Participation, Release, and Responsibility

Complete each required initial field after reading the related section.

Voluntary Participation and Personal Responsibility

Initial *

I voluntarily choose to participate and accept all known and unknown risks of the covered activities. I am responsible for selecting activities appropriate for me, using equipment only as instructed, staying hydrated, wearing appropriate footwear and protective equipment, stopping if I feel pain, dizziness, unusual shortness of breath, or other concerning symptoms, and seeking medical advice when appropriate. I will not participate while impaired.

Rules and Safe Conduct

Initial *

I will check in, follow court assignments and posted hours, comply with staff directions, use equipment as intended, promptly report hazards and incidents, and act respectfully. I will not engage in harassment, threats, aggression, unsafe conduct, or recording in private areas. These standards are adapted for Gyration from premium-club practices reflected in Equinox's public member policies.

Release and Waiver of Claims

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, I RELEASE AND WAIVE CLAIMS AGAINST GYRATION FITNESS CENTER AND ITS OWNERS, AFFILIATES, LANDLORDS, OFFICERS, EMPLOYEES, CONTRACTORS, COACHES, VOLUNTEERS, EVENT ORGANIZERS, SPONSORS, AND AGENTS (THE RELEASED PARTIES) FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE COVERED ACTIVITIES, INCLUDING CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF A RELEASED PARTY.

Initial *

This release does not apply to gross negligence, reckless or willful misconduct, fraud, or any liability that cannot lawfully be released. It does not release claims unrelated to the activities and risks described in this waiver.

Covenant and Indemnity

Initial *

I agree not to bring a claim that I have validly released. To the extent permitted by law, I will reimburse the Released Parties for reasonable losses or claims caused by my own negligent or intentional conduct or my violation of facility rules. This provision does not require me to indemnify a Released Party for that party's gross negligence, reckless or willful misconduct, fraud, or nonwaivable liability.

Emergency Care Authorization

Initial *

If I am unable to consent during an emergency, I authorize Gyration personnel to contact emergency services and provide responders with information reasonably available from this form. I understand Gyration does not promise medical care or transportation and that I am responsible for resulting charges. This authorization does not require Gyration staff to provide treatment beyond their training.

Personal Property

Initial *

I am responsible for securing my personal property. To the fullest extent permitted by law, I release ordinary-negligence claims for loss, theft, or damage to personal property brought into the facility or left in vehicles, while preserving claims that cannot lawfully be released.

Consent, Understanding, and Signature

Promotional media consent is optional and does not affect participation.

Optional Photo and Video Consent

- [ ] YES - I give Gyration permission to use identifiable photos or video of me for its website, social media, and promotional materials without additional compensation.
- [ ] NO - I do not give promotional media consent. My choice does not affect participation. Incidental security or safety footage may still be collected as permitted by law and disclosed policies.

Understanding and Agreement

Initial *

I have read this entire three-page waiver, understand it, and sign voluntarily. I understand I am giving up certain legal rights, including certain claims based on ordinary negligence. I have had the opportunity to ask questions and consult counsel. If any provision is unenforceable, the remaining provisions will continue to the extent permitted by law. California law governs this waiver.

BY SIGNING, I CONFIRM THAT I UNDERSTAND THIS DOCUMENT AFFECTS LEGAL RIGHTS AND INCLUDES A RELEASE OF CERTAIN CLAIMS BASED ON ORDINARY NEGLIGENCE.

Participant printed name *

Date *

Staff witness

Participant signature *

Form version

Staff Completion Check

- [ ] Participant identity or membership account confirmed.
- [ ] All three pages provided and required initials and signature fields reviewed for completion.
- [ ] Participant confirmed to be age 18 or older; otherwise use the approved minor form.

Adult form only. Use a California-counsel-reviewed parent or guardian waiver for minors.

Draft for legal review before use. California Civil Code section 1668 and applicable case law limit enforceability of releases.