

**ACKNOWLEDGEMENT AND ASSUMPTION  
OF RISK AND RELEASE**

I, \_\_\_\_\_, residing at \_\_\_\_\_, desire to be permitted to use the pickleball courts and nearby structures, restrooms and other areas (collectively, "Facilities") located at or adjacent to 114 West 30<sup>th</sup> Street, Winston-Salem, NC 27105 (the "Premises") being made available by Senior Services, Inc. As a material inducement to Senior Services, Inc. to allow me to use the Facilities, I have carefully read, considered and understood the following release and signed the same of my own free will. I understand that, by so doing, I, for myself, my spouse, my heirs, successors and assigns and my legal representatives, am giving up certain legal rights for monetary damages or other compensation, to which I might otherwise be entitled.

I acknowledge that my use of the Facilities is voluntary, does not arise out of any employment or other relationship with Senior Services or any tenants or associated entities that are using space in or near the Premises, and is not in the course and scope of any employment or other relationship. I also understand and acknowledge that physical fitness training in general, and participating in recreational activities and sports such as pickleball in particular, carries with it a significant risk of physical injury, some of which may be serious or even fatal. I further understand and acknowledge that Senior Services, Inc. will not be providing training, guidance, advice, supervision or security with respect to my use of the Facilities in general, and in my participating in pickleball in particular. I agree that I alone am responsible for my own safety while going to and from and using the Facilities. Being fully aware of the risks, conditions and hazards involved in the proposed activities, for myself, my spouse, my heirs, successors and assigns, and my legal representatives, **I HEREBY RELEASE AND DISCHARGE** Senior Services, Inc. together with its respective successors and assigns, from any and all damages, liabilities, responsibilities, claims, counterclaims and causes of action, whether now existing or hereafter first accruing, arising directly or indirectly from or as a result of any bodily injury, property damage or death in connection with my use of the Facilities; and **I HEREBY EXPRESSLY WAIVE EACH AND EVERY SUCH CLAIM, COUNTERCLAIM AND CAUSE OF ACTION.**

I understand that the Facilities have been provided by Senior Services, Inc. as a complimentary amenity for members of the community, and that the Facilities will be frequently be unattended, and that each user of the Facilities is solely responsible for determining which equipment and what level of participation in pickleball and related activities is appropriate for himself and herself. I hereby represent that if Senior Services, Inc. suffers any loss, cost, damage or expense as a result, direct or indirect, of my use of the Facilities, **I WILL INDEMNIFY AND HOLD SUCH PARTY HARMLESS AGAINST THE SAME** including without limitation the costs and fees reasonably incurred in defending any claim.

I understand that I am surrendering substantial rights, including my right to sue Senior Services, Inc. or any of its respective employees, agents or representatives, and I am doing so freely and voluntarily.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_