Participation waiver

Padel Club Austin LLC · Participant consent, release, waiver and indemnification · version dated November 20, 2026

PLEASE READ CAREFULLY
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

Covenant not to sue; release and waiver

In consideration of PADEL CLUB AUSTIN LLC, ("Padel Club") accepting the enrollment, purchase of entry or application and membership of Participant and/or Participant's, purchase of entry or enrollment or application in Padel Club or Padel Club event, or (ii) any other event for which applications are accepted through links on any Padel Club website (collectively, "activities") Participant (or if Participant is a minor, Participant's Parent and/or Guardian) covenant and promise not to sue or bring any claim, demand or other action against Padel Club and its affiliates, or any of their members, directors, officers, employees, attorneys, volunteers, sponsors, committees, representatives, independent contractors or agents, including but not limited to any organization or individual conducting any tournament or event of any kind and any committees, organizations, officials, or individuals associated therewith and their respective successors or assigns (collectively, the "Padel Club Parties" or individually a "Padel Club Party"), and discharge, release and waive each of them from all liability in connection with all allegations, demands, or other claims for any of (1) personal injury or illness (including death) and/or (2) damage to, or loss or theft of property (including, without limitation, personal items, car, and money), and/or (3) any other losses or damages (whether monetary or otherwise) that may be alleged or claimed against any Padel Club Party arising, directly or indirectly, or to any extent whatsoever, from Participant's (1) membership in Padel Club; (2) presence at or participation in any Tournament (or travel to and from thereto); (3) receipt of medical care or treatment for any physical or mental condition; (4) use of services, premises, and equipment by whomever provided; and (5) involvement in accidents; travel; exposure to inclement weather; and/or any other circumstance or cause of a similar nature, but excluding Padel Club's gross negligence, willful misconduct or criminal behavior. Participant and if applicable, Participant's Parent or Guardian acknowledge and agree that the provisions hereof shall be binding upon Participant's heirs, family, next of kin, personal representative, successors and assigns.

Indemnification

Participant and Parent/Guardian also agree to indemnify and hold harmless each of the Padel Club Parties from any and all actual or threatened claims, detriments, rights, remediation, counterclaims, liens, controversies, obligations, agreements, suits, causes of action, actions, demands, liabilities, losses, damages, assessments, judgments, fines, penalties, threats, sums of money, accounts, costs, expenses, known or unknown, direct or indirect, at law or in equity or in settlement or in any other proceeding and whether or not suit was filed thereon (collectively, the "Claims", individually a "Claim") directly or indirectly, to any extent whatsoever, caused by Participant and/or his/her Parent/Guardian and to reimburse upon demand the Padel Club Parties for any and all expenses or other damages incurred for Claims brought against any of the Padel Club Parties as a result of Participant's and/or his/her Parent's/Guardian's membership in Padel Club; presence at or participating in any Tournament; receipt of medical care or treatment for any physical or mental condition; use of services, premises, and equipment by whomever provided; as well as Participant's and/or his/her Parent's/Guardian's negligence, willful misconduct, or criminal behavior; involvement in accidents; travel; exposure to inclement weather; and/or any other circumstance or cause of a similar nature, but excluding Padel Club's willful misconduct or criminal behavior. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF ANY PADEL CLUB PARTY BUT WILL NOT APPLY TO THE EXTENT A CLAIM IS CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL BEHAVIOR OF ANY PADEL CLUB PARTY. Participant and his/her Parent/Guardian agree to pay all costs and attorneys'

fees and expenses incurred by any of the Padel Club Parties with respect to any matter contained in this Consent, Release, Waiver and Indemnification including, without limitation, any costs and expenses or other damages incurred by or in connection with investigating and/or defending a Claim, proceeding or otherwise.

Authorization of photography, film, audio, and text

Participant and his/her Parent/Guardian hereby irrevocably grant to Padel Club, its successors and assigns, its agents and those whom it commissions or permits to be at the Tournament, the absolute, unrestricted and unlimited license, right, permission and consent to collect, use and reuse, disseminate, copyright, print, reproduce, publish and republish, for any and all trade purposes or commercial or other advertising or public purposes, and in any and all advertising, publicity, display, publication or media (collectively, a "Publication"), Participant's name, biographical materials, signature and likeness, and any portraits, pictures, photographic prints or other representations of Participant, or in which Participant may appear, or any reproductions or sketches thereof or parts thereof, photographic or otherwise (collectively, "Participant's Name and Likeness") with such additions, deletions, alterations or changes therein as Padel Club in its discretion may make, either separately or together with Participant's name or a fictitious name, or the name of another person, with or without any statements or testimonials made by Participant, or authorized by Participant which Padel Club in its discretion, prepare for use in connection therewith. Participant and his/her Parent/Guardian warrant that they have not limited or restricted the use of Participant's name or photograph to the use of any organization or person. Participant and his/her Parent/Guardian understand that in proceeding with the actions stated above, Padel Club will do so in full reliance on the foregoing permission. Further, Participant and his/her Parent/Guardian acknowledge that third parties not affiliated with Padel Club may also publish Participant's Name and Likeness and Participant and his/her Parent/Guardian also consent thereto. Participant and his/her Parent/Guardian hereby consent, release, waive and discharge Padel Club Parties from any and all Claims arising out of or in connection with the use of any of the foregoing, including any claims for defamation, invasion of privacy, violation of any right of publicity or violation of any statutory right.

Assumption of risks

Padel, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the great care taken to prevent or minimize harm. Padel is an activity which involves strenuous exertions of strength using various muscle groups, quick movements involving speed and change of direction, and may involve contact with equipment or fixed objects. The risks associated with Padel range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones or concussions, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis, or death. Participant and his/her Parent/Guardian hereby expressly agree that they understand the nature of padel and appreciate the types of injuries and risks that exist, and Participant and his/her Parent/Guardian knowingly assume all related risks.

Medical release

Participant and his/her Parent/Guardian hereby consent to the rendering of emergency first aid and other medical procedures which at the time of injury or illness seem reasonably advisable. Participant and his/her Parent/Guardian further understand that Participant and his/her Parent/Guardian will be responsible for payment of any such medical procedures.

Severability and venue

Participant and his/her Parent/Guardian further expressly agree that this Consent, Release, Waiver and Indemnification is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect.

Acknowledgment of understanding

Participant and his/her Parent/Guardian have read this waiver and fully understand its terms. Participant and his/her Parent/Guardian understand that Participant and his/her Parent/Guardian are giving up rights, including the right to compensation for injury resulting from negligence of Padel Club. Participant and his/her Parent/Guardian acknowledge that they are signing this agreement freely and voluntarily, and intend their signatures to be a complete and unconditional consent, release and waiver of all liability to the greatest extent allowed by law. Signing this waiver as Parent/Guardian, I acknowledge that I am authorized to and I am consenting to Participant's participation in Padel Club and Padel Club Tournaments and represent to Padel Club that I understand all risks are assumed by Participant and myself and all related Claims are expressly waived in advance, other than claims not expressly or impliedly covered herein.

Electronic signature

By clicking/tapping/touching/selecting or otherwise interacting with the "Submit" or "Accept" button below, you are consenting to signing this Document electronically. You agree your electronic signature ("E-signature") is the legal equivalent of your manual signature on this Document. You consent to be legally bound by this Document's agreement(s), acknowledgment(s), policy(ies), disclosure(s), consent term(s) and condition(s). You agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature. You may request a paper version of an electronic record by writing to us. We reserve the right to charge a reasonable fee for the production and mailing of a paper version of the record. Your current valid email is required for all communications.

Cancellation policy

We understand that plans can change, and we strive to accommodate our members' needs. However, to ensure the smooth operation of our services and to fairly manage reservations, we have established a strict cancellation policy:

- Cancellation 12 Hours Prior to Reservation:
- If you need to cancel your reservation, please do so at least 12 hours before the scheduled time to receive a full refund in the form of club credits.
- To ensure that your account is not charged the total cost of the reservation, please make sure to add a minimum of 4 guests to your booking prior to confirming.
- Cancellation Within 12 Hours of Scheduled Time:
- If you cancel your reservation within 12 hours of the scheduled time, the full cost of the reservation will be charged to your account.
- To avoid being charged for the full amount of the reservation, please ensure that your booking includes a minimum of 4 guests before the cancellation deadline.

Please note that our cancellation policy is strictly enforced to maintain fairness and availability for all members. We appreciate your cooperation and understanding regarding our policies. If you have any questions or concerns, please feel free to contact our team, and we will be happy to assist you. Thank you for being a valued member of our club.

Payment

I hereby authorize Padel Club to charge my credit card or draft funds from my bank account for any café, pro-shop purchases, bookings, and other charges incurred at Padel Club.

I understand that it is my responsibility to ensure that the credit card information provided on this agreement is current and valid. Should the charges be declined by my credit card company or bank for any reason, including but not limited to insufficient funds or an expired card, I agree to pay a service charge of $50, which will be added to my bill. Please note that this service charge may be subject to change with prior notice.

I UNDERSTAND THAT ALL ON-TIME CANCELLATIONS AND RAINOUTS WILL BE REFUNDED AS CLUB CREDITS.

Booking policy

We understand that plans can change, but to avoid any charges, please cancel at least 12 hours before your scheduled padel court booking time.

Cancellations made within 12 hours of the booking time will result in a full charge of the booking fee, which will be split among the players included in the reservation. If some players are missing, the booking fee will be charged to the person who made the reservation.

Racket rental

By renting a padel racket from us, you agree to handle it with care during your play. It is important to avoid actions that could cause damage to the racket.

In the event that the racket is broken while in your possession, you will be responsible for a fee of $50.

Please acknowledge this agreement before proceeding with the rental. Thank you for your cooperation in helping us maintain our equipment.

Weather and cancellations

In the event of rain or other weather conditions that may disrupt your court booking, please call the front desk before your reservation to confirm if the court is in playable condition. Otherwise, the club will determine at its discretion whether the court is playable or if it will be considered a rainout.

To cancel your reservation, use the Playtomic app.

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