

Northeast Badminton Club

ADULT WAIVER AND RELEASE OF LIABILITY



Participant Full Name: _____ Date of Birth: _____
Phone: _____ Email: _____
Emergency Contact: _____ Emergency Phone: _____

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

In consideration of being permitted to enter, use, participate in activities at, or otherwise be present at Northeast Badminton Club (the "Club"), I, the undersigned adult participant, acknowledge and agree as follows:

1. ASSUMPTION OF RISK. I understand that badminton, training, warm-ups, conditioning, use of courts and equipment, and other Club activities involve inherent and other risks, including slips, falls, collisions, being struck by a shuttlecock or racket, muscle or joint injuries, sprains, fractures, head or eye injuries, illness, disability, property damage, and, in rare cases, serious injury or death. I voluntarily choose to participate and knowingly assume all risks associated with my participation, whether known or unknown, to the fullest extent permitted by applicable law.

2. HEALTH AND FITNESS ACKNOWLEDGMENT. I represent that I am physically able to participate safely. I am responsible for determining whether I should participate and for obtaining medical advice when appropriate. I will not participate when injured, ill, impaired, or otherwise unable to do so safely, and I will promptly stop and notify Club staff if I experience unusual pain, dizziness, shortness of breath, or another safety concern. I authorize reasonable emergency assistance if I am unable to provide consent, understanding that I am responsible for resulting medical expenses.

3. RULES AND SAFE CONDUCT. I agree to follow posted rules, staff instructions, court etiquette, equipment requirements, and reasonable safety directions. I will use facilities and equipment only as intended and will conduct myself in a manner that does not unreasonably endanger myself or others. The Club may suspend or end participation for unsafe or inappropriate conduct.

4. RELEASE AND WAIVER OF LIABILITY. To the fullest extent permitted by law, I release, waive, and discharge Northeast Badminton Club and its owners, officers, employees, coaches, instructors, volunteers, contractors, sponsors, agents, affiliates, landlords, and facility operators (collectively, the "Released Parties") from claims arising out of or relating to my participation or presence at the Club, including claims based on the ordinary negligence of a Released Party. This release does not apply to liability that cannot lawfully be waived, including liability arising from gross negligence, reckless conduct, or intentional misconduct where applicable law prohibits such a waiver.

5. INDEMNIFICATION. To the fullest extent permitted by law, I agree to indemnify and hold harmless the Released Parties from claims, damages, liabilities, or expenses arising from my own negligent, reckless, or intentional acts, my violation of Club rules, or damage I cause to persons or property.

6. PERSONAL PROPERTY. I understand that I am responsible for my personal belongings. The Club is not responsible for lost, stolen, or damaged property except to the extent required by law.

7. PHOTO / VIDEO AUTHORIZATION (OPTIONAL). The Club may photograph or record activities for promotional, educational, social media, website, or other lawful Club purposes. My choice below does not affect my ability to participate.

☐ **YES**, I authorize use of my image/voice without compensation. ☐ **NO**, I do not authorize promotional use of my image/voice.

8. GOVERNING TERMS. If any provision of this agreement is found unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by law. This agreement is intended to be as broad and inclusive as permitted by applicable law and constitutes the entire waiver concerning the matters addressed here.

ACKNOWLEDGMENT: I confirm that I am 18 years of age or older. I have carefully read this Adult Waiver and Release of Liability, understand its terms, understand that I am giving up substantial legal rights, have had the opportunity to ask questions before signing, and sign freely and voluntarily.

Participant Printed Name

Participant Signature

Date

Note: This form is a general liability-waiver template and is not legal advice. The Club should have local counsel review it for compliance with applicable state law before use.