

Panoramic Pickleball Academy LLC

Waiver of Liability and Membership Agreement

This Agreement, made on the date signed below, is a legally binding contract between the undersigned (“Client”) and PANORAMIC PICKLEBALL ACADEMY LLC (“PPA”), a limited liability company organized and existing under the laws of the state of Texas, with its principal office located at 256603 Red Brangus Road, Spicewood, TX 78669.

Whereas Client desires to become a member of PPA and cannot become a member without agreeing to the rules and regulations set forth below and abiding by the terms of this Agreement;

Whereas, PPA provides access to participate in services through leagues, tournaments, events, small group and private coaching, and open play;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Waiver of Liability/Release/Indemnity

Client hereby, for themselves, their heirs, executors, administrators, and assigns do hereby release, waive, and/or forever discharge any and all right, claims, and causes of action for damages that may be suffered by Client as the result of preparation for and/or participation in PPA activities. This Agreement, Release, Indemnity and Waiver of Liability is inclusive for the benefit of the following named Beneficiaries: Panoramic Pickleball Academy LLC (PPA), its owners, members, employees and volunteers.

Client recognizes and voluntarily accepts all risks associated with Client’s participation in PPA activities, no matter how remote or unlikely. Client realizes that their participation may result in serious bodily injury, catastrophic spinal injury (including total or partial paralysis), permanent impairment, brain damage, and even death. Client recognizes that injuries may be the result of falling, tripping, being pushed, running, striking or being struck by another participant, a spectator, a vehicle, equipment used in the activities and the like.

Client takes full responsibility for their participation in PPA activities and for the level at which Client chooses to participate. Client is physically fit and has no impairment, physical or mental, that should preclude Client participating in the activities that Client chooses. Client understands that he/she can remove themselves from participating in any activity at any time Client chooses to do so. Client agrees to waive any liability on the part of the event organizers and the venue for any incidents or injuries that may occur as a result of Client’s consumption of alcohol during the event.

Client understands and is aware that the PPA facility is an active construction site and therefore has potential hazards such as decks without railings, exposed rebar, exposed wires, construction materials and debris, and the like. Prior to participating, Client will inspect the facilities and equipment and if Client believes same to be unsafe, Client will either decline to participate or should Client decide to continue participating in the activity, Client will assume the full risk of participating.

The undersigned Client expressly agrees that foregoing Waiver and Release of all claims is intended to be as broad and inclusive as is permitted by the laws of Texas and that if any portion thereof is held invalid it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

Client consents to all emergency medical treatment as may be deemed appropriate under existing circumstances by medical personnel or personnel associated with PPA activity. Client agrees to hereby assume financial responsibility for all such treatment.

Client hereby agrees to defend, indemnify and hold harmless the Beneficiaries from and against any loss, claims, complaints, injuries or damages incurred by them as a result of my participation in PPA activities. THE FOREGOING RELEASE AND INDEMNITY IS INTENDED TO INCLUDE CLAIMS ARISING OUT OF THE ALLEGED NEGLIGENCE OF THE BENEFICIARIES.

2. Fees/Taxes

Memberships and all services must be paid for in advance. Client understands that any applicable taxes will be added to all services provided by PPA, including memberships.

3. Membership Term, Cancellation, Rate/Benefit Changes

Term: Drop-In Memberships terminate 12 months after the last date of any services used by Client. Other memberships automatically renew on a billing cycle of every thirty (30) days for monthly plans, or twelve (12) months for yearly plans, after the date of purchase. Client understands that he/she is not entitled to any refund or credit of any part of the membership dues unless otherwise provided for in this Agreement or by Law. Client agrees that, on the date of each automatic renewal, the then-current membership price and any then-applicable taxes, fees, and charges, will be charged to Client's payment method.

Cancellation: Client understands that Client may cancel/terminate their membership for any reason. Client may cancel this Agreement by submitting a cancellation/termination request to panpickle.academy@gmail.com. All Memberships require a thirty (30) day notice of cancellation before the next automatic renewal date unless otherwise provided for in this Agreement. Any regular payments scheduled within the cancellation window will be processed and Client may continue to use services until the last paid day of their membership.

PPA may cancel this Agreement at any time for any reason. Cancellation/Termination, suspension, or revocation of PPA privileges under a Membership due to Client's violation of PPA's policies or rules, may, at PPA's sole discretion, result in Client being barred from PPA without any refund of prepaid fees.

Hold/Freeze: Client may not hold or freeze an automatic payment at any time for any reason.

Rate Increases/Changes in Benefits: Membership benefits and pricing are available at PPA's website <https://panpickle.academy>. All fees, benefits and schedules are subject to change without notice. New rates will become effective on your next billing cycle. PPA may, at its discretion, but at no obligation, send advance notification of rate or changes to membership benefits to Client by email.

Downgrades/Upgrades: It is not possible to downgrade/upgrade a monthly membership once it has started. Client must wait until the end of the current billing period to downgrade/upgrade. Annual memberships can be downgraded/upgraded one time during the membership period due to a change in DUPR rating only. No prorated refunds are offered and Client must pay the pro-rated increase of making the change, based on the prices in effect at the time of the change. Membership downgrades/upgrade requests must be submitted by email to panpickle.academy@gmail.com.

Non-transferrable: Memberships are not transferable. Only Client as the signer of this Agreement can use the membership.

4. Automatic Payment Authorization Through Electronic Funds Transfer (EFT)

Client represents and warrants that if he/she purchases something or pays for a service from PPA that (i) any credit card, debit card, mobile wallet or bank account draft (ACH Draft) information Client supplies is true and complete, (ii) charges incurred by Client will be honored by Client's credit card company or financial institution, and (iii) Client will pay the charges incurred at the posted prices, including any applicable taxes, fees, and penalties.

Client hereby authorizes (if online payment is made or autopay information is provided) PPA to charge Client's provided payment method account for the following amounts: (1) Client's recurring membership dues, and (2) any other fee for other goods/services PPA provides that Client instructs PPA to bill to Client's account.

If a payment fails, and the issue has not been resolved by Client's membership renewal date, PPA will suspend Client's membership and access to PPA until a valid payment method is provided and any unpaid fees or invoices have been paid in full.

If Client needs/desires to change payment method or information, each email sent to Client with a payment acknowledgement or failure notice contains instructions and/or a link to instructions on how to modify payment information, or Client can contact PPA management for assistance.

5. Event Registration/Cancellation/Credits

Client MUST pre-register to attend any event (such as open play, court reservation, lessons, etc) at PPA through the online portal at <https://panpickle.pickleplanner.com>. PPA will deny Client access if Client does not pre-register as required. Members added to an event by another member are considered to be pre-registered.

If Client is unable to attend an event for which Client has pre-registered, Client is required to cancel that registration by the published cancellation period or, if no cancellation period is published, at least twenty-four (24) hours prior to the event's start time. This cancellation requirement is a no exceptions policy. Failure to cancel a reservation as required in this paragraph will count as if Client attended. PPA may, at their discretion, allow Client to nominate a substitute player at the same DUPR level for the event.

PPA has a no refunds policy. Event fees will be applied as credits to Client account for cancellations made within any given event's published cancellation window, or if PPA cancels an event due to weather or other factors. Account credits are not applicable to recurring Membership fees, only to chargeable services.

6. Closures

Weather, special events, tournaments, repairs/maintenance or other factors may make it necessary for PPA to restrict use of or close the facility. Business hours, policies, and regulations are subject to change without notice. Fees will not be reduced or suspended during the time when PPA is not available.

7. Policies/Rules/Code of Conduct

Client agrees to be bound by PPA Policies/Rules/Code of Conduct found at <https://panpickle.academy> Client agrees to ensure that their guest(s) and dependent children comply with all PPA policies, whether the guest(s) and dependent children are involved in game play or not.

PPA is committed to the health, safety, and welfare of each of its clients and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. PPA has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of anyone engaging in unacceptable behavior.

8. Damages

Client assumes all financial responsibility for any damages to PPA's property which results from the willful or negligent conduct of Client, Client's guest(s), or dependent children.

9. Assignment of Agreement

PPA reserves full authority to sell, assign or transfer its right to receive payment from Client at its discretion. PPA does not give refunds.

10. Entire Agreement

This Agreement contains the entire Agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this Agreement

may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

11. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. Disputes

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect. Proper venue and jurisdiction shall be the State of Texas, Travis County.

13. Signature

By signing, Client indicates that he/she has read and fully agrees to the terms of this Agreement, fully understands its contents and meaning as full waiver and release of all claims, liability and indemnity for the beneficiaries named herein, and understands and agrees that he/she has given up considerable future legal rights. Client has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her.

Client confirms that he/she is a legal adult (unless otherwise indicated) and acknowledges they will receive a copy of this signed Agreement by email. Client acknowledges that the information provided including name, email address, phone number and mailing address are accurate.

By checking the "agree" button, Client consents to signing this Agreement electronically. Client agrees that the electronic signature ("E-Signature") is the legal equivalent of Client's manual signature on this Agreement and that no certification authority or other third party verification is necessary to validate the E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature. Client may request a paper version of this electronic record by sending an email to panpickle.academy@gmail.com. PPA reserves the right to charge a reasonable fee for the production and mailing of a paper version of the record.

CONSENT AND RELEASE ON BEHALF OF MINOR *(Under 18 on date of signing)*

I am the parent and/or legal guardian of the named minor participants. I have read this agreement thoroughly and understand all of the terms. I understand that I am surrendering legal rights on behalf of the minor(s) and myself. I, on behalf of myself and my minor(s), agree to be bound by all of the terms of this agreement and also give my consent to allow my minor(s) to participate in PPA activities. I release and agree to indemnify and hold harmless PPA from any kind and all liabilities incident to my minor(s) involvement or participation in these programs as provided above, even if arising from the negligence of PPA, to the fullest extent permitted by law.