

WAIVER FORM

Please fill out the form below in CAPITAL LETTERS

FIRST NAME	<input type="text"/>	SURNAME	<input type="text"/>
EMAIL	<input type="text"/>	PHONE	<input type="text"/>
DOB	DD <input type="text"/> MM <input type="text"/> YY <input type="text"/>	GENDER	Male <input type="checkbox"/> Female <input type="checkbox"/> Other <input type="checkbox"/>
EMERGENCY CONTACT	<input type="text"/>	PHONE	<input type="text"/>
NATIONALITY	<input type="text"/>		
HOW DID YOU FIND ABOUT US?			
FRIEND - WHO?	<input type="text"/>	GOOGLE	<input type="checkbox"/>
		FACEBOOK	<input type="checkbox"/>
		INSTAGRAM	<input type="checkbox"/>
		PASSING BY	<input type="checkbox"/>
		OTHER	<input type="text"/>

I AM A PARENT/GUARDIAN

FIRST NAME	<input type="text"/>	SURNAME	<input type="text"/>
EMAIL	<input type="text"/>	PHONE	<input type="text"/>
KID 1	<input type="text"/>	KID2	<input type="text"/>
DOB	DD <input type="text"/> MM <input type="text"/> YY <input type="text"/>	DOB	DD <input type="text"/> MM <input type="text"/> YY <input type="text"/>

TERMS & CONDITIONS

- I am bound by the Policies developed by Padel Perth Reabold (PPR) which are amended from time to time. Our policies are public to all users at the club (printed copy) or available online in our website and I understand it is my responsibility to check these policies and policy changes. In addition to the policies available on the PPR website, I know and agree to behave in a manner consistent with PPR's expectations as described below.

1. Conditions of Use and Entry

- I acknowledge that I will be exposed to certain risks when using the facilities, including but not limited to physical injury and death. I know I enter PPR at my own risk.
- I am responsible for my own property at all times. PPR does not accept any responsibility for any property or car that is stolen, lost or damaged at the Padel facility and at Reabold Tennis Club.
- PPR will keep all lost items in a Lost Property designated place which will be located in the left black box in front of the shop.
- Security cameras operate within PPR. I know that I may be recorded on camera.
- Children under 10 years of age must always be supervised by an adult and be responsible for any damage caused by the child to the facility.
- Following Reabold's Tennis Club Rules, dogs are not permitted in our facility; they are allowed to walk through but only when they are on their leads. The owner of the dog will be responsible for any damage caused by the dog to other persons or to the facility.
- PPR staff will take images and videos and will have the right to use them in social media with the goal of promoting the padel club.
- PPR reserves the right to refuse entry to any person or remove any person from the facility for any breach of the policies or any other reason.
- I acknowledge that I will be respectful to everyone at the club. I will wear appropriate shoes and I will play with a t-shirt on at all times. I am aware that chewing gum is forbidden on the courts.
- I acknowledge that I am not able to play padel if I have been drinking alcohol at Reabold Tennis Club Bar.
- PPR will not be responsible for any patrons drinking alcohol. All patrons are able to drink alcohol only when purchased from Reabold Tennis Club. Bringing your own alcohol is forbidden at our premises.
- PPR does not accept cash payments to avoid the spread of COVID-19.

2. Medical & Liability

- I authorize PPR to obtain medical assistance, treatment and transport as necessary for myself and acknowledge I will be responsible for any cost associated.
- By signing this agreement, I acknowledge and agree that the staff at PPR will act on my behalf, according to their best judgement, in any emergency/incident where I might require medical attention.
- I release PPR from any and all liability for injury or illness and cost incurred whilst undertaking a program or event at the Padel facility.
- PPR staff will advise pregnant women that there may be risks involved and encourage them to obtain medical advice about those risks. Pregnant women should be aware that their own health and wellbeing, and that of their unborn children, are of utmost importance in their decision making about the extent and manner in which they participate in our sport and at our facilities.
- If you haven't exercised regularly in a while or if you are unsure of your health status, have health problems or are pregnant, please consult with your doctor before starting any exercise program and obtain a medical clearance.

3. Cancellation Policy

- Cancellations due to weather conditions. Cancellations are accepted when it rains and play has to stop or temperatures reach over 37°C. Cancelling the booking with us and you will receive a 100% refund. If while playing rain starts and you can no longer continue, then you can ask to be refunded the time remaining.
- How to cancel. Online Bookings can be cancelled online up to 24 hrs before the booking.
- Bookings must be cancelled online through your account. If any issue please contact us by WhatsApp +61 403 095 551 or email hello@padelperthreabold.com.au
- Cancellations due to rain will be refunded when PPR decides it is not safe to play.
- Court Hire. Cancellations made over **24hrs BEFORE** court hire: 100% refund, given as a credit voucher. Cancellations made **LESS THAN 24hrs** before the court hire will not be refunded.
- Social Padel. Cancellations made **24hrs BEFORE** a social session: 100% refund, given as a social credit or credit voucher. Cancellations made **LESS THAN 24hrs** before the social the fee will not be refunded.
- **NO SHOW** in a social session: a refund will not be issued.
- Regular Bookings. This type of booking has special benefits in very highly demanded times. Regular bookings are only allowed from Monday to Friday. A regular booking that gets cancelled **ONCE**, with less than 24 hrs notice, will automatically lose the regular booking. The only way to keep your regular booking is to pay 100% of booking fee. **NO SHOW** at the time of your regular booking, you lose your regular booking: 100% of booking fee will be invoiced.
- Cancellations by Management. Padel Perth Reabold reserves the right to cancel any bookings at any time due to weather, court maintenance or for any other reason related to our business operations and offer to help to re-schedule another time or date or issue a credit voucher accordingly. This cancellation policy is subject to be changed at any time convenient for Padel Perth Reabold.

4. Extreme Weather Conditions

- PPR will follow the weather forecast by BOM. In case of an event, when there is a prediction of temperature higher than 37Celsius degrees, PPR will automatically cancel all matches during that time. PPR is not responsible for any damage if players decide to play outside opening hours. Players are fully responsible for their choice to play under a heat wave or under any other adverse weather conditions.
- PPR provides free sunscreen for everyone playing padel, located at the shop.
- PPR reserves the right to close the club at any moment that it is considered that the conditions are dangerous for the health and safety of players; like rain, wind or extreme heat.

5. Bookings & Communications

- Bookings for court hire will be made via the online booking system, our app, in person at the club or via email and phone.
- Bookings by Facebook or Messenger, Instagram or any social media platform will not be accepted.
- PPR will organize Whatsapp groups to encourage playing padel with other people of a similar level. These groups will only be used by PPR staff to communicate news or by the players to encourage play **only at Padel Perth Reabold**.
- It is forbidden to use these groups to promote playing padel at other venues. Respect and an ethical use of the groups is expected (do not use images, words or any material that can be offensive to anyone). PPR reserves the right to remove any player from these groups that is not showing rule abiding behaviour.
- PPR is not responsible for any activity related to the formation of other groups or Facebook groups set up by players at Padel Perth Reabold.

6. Functions & Events

- We can hold your tentative day/time booking for one week only. After that period, the day/time booking needs to be confirmed or will be automatically cancelled. A \$150 deposit will be taken to confirm the booking will be deducted from your final account, being refundable in case of severe weather conditions. Final arrangements need to be arranged no less than 3 weeks prior to the event and include: day/time, padel, food and drink package and number of guests.
- Dietary Requirements and final number of guests need to be confirmed 10 days prior to the event, at the latest. If a tournament needs to be arranged, names of players/couples need to be emailed to accounts@playpadel.com.au no later than 3 days prior to the event. In the case of late notice for a tournament, PPR will not be responsible for the delivery of the event. The client will be in charge of organizing this tournament.
- In the event of a function being cancelled within 72 hours of the date booked, we reserve the right to charge 50% of the estimated value of the function. Should the function be cancelled within 48 hours we reserve the right to charge 100% of the food and 50% of the court hire package.

- PPR does not accept responsibility for damage to, or loss of, any client's property left on the premises prior to, during or after a function. Any damage to PPR will be the financial responsibility of the organiser.
- By signing this waiver you become a social member at Reabold Tennis Club that will give you the right to be served alcohol from their bar. Alcohol must be served from the bar and in the areas under the licence which extends to the verandah and all the outdoor space surrounding court 1 of PPR.
- Under the liquor licensing laws of Western Australia, we have a duty of care to all our clients and reserve the right of our duty manager to refuse service of alcohol to persons he/she deems are intoxicated and may do harm to themselves or other patrons or property.

7. Use of Photos on Social Media

- PPR's marketing strategy involves the use of photos and videos taken while people are playing at the padel facility.
- PPR understand that if you don't express your opposition, we have your permission to post photos and videos on social media.

8. Waiver and Release

- I agree to abide by the policies of PPR. I am responsible for any damage to the equipment which I may cause due to negligence.
- I, the participant HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge PPR, and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises, of, or for the benefit of, PPR, provided that this waive of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.
- I understand that the activities, in which I will participate, may be inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims of damage, injuries and death sustained to me or my property, that I may have against the aforementioned release party to such activities, including claims in tort, contract, equity or otherwise.
- I acknowledge, agree, and represent that I understand the nature of PPR, I AM IN GOOD HEALTH and in PROPER PHYSICAL CONDITION to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will IMMEDIATELY DISCONTINUE further participation in the activity
- By this Waiver, I assume any risk, and take full responsibility and waive personal injury; death, damage, or loss of personal property, associated with PPR, including but not limited to using the facility and its equipment in any manner, form or fashion, and participating and/or engaging in any aerobic activity, taking aerobics classes or other cardiovascular activity classes at the facility, or action sport activities, and/or engaging in weightlifting activities, massage, event or other related activities on and off the premises.
- This WAIVER AND RELEASE contains the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.
- The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of PPR, whether by agreement, by operation of law, or otherwise.
- I have read, understood and fully agree to the term of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights.
- Nothing in this waiver effects the binding nature of other warranties, representations, acknowledgement and information in this document.
- I understand that these Terms & Conditions may change when needed.

By signing this form below I agree with all conditions outlined above and I acknowledge that they might be updated regularly:

SIGNATURE:

DATE

DD

MM

YYYY