

## TERMS OF SERVICE AND LIABILITY WAIVER

This agreement ("Agreement") is entered into by and between V Padel Management LLC, doing business as "One Indoor Padel Club", hereafter referred to as "The Club", and the undersigned individual, hereafter referred to as "The Participant".

### ACKNOWLEDGMENT AND ACCEPTANCE OF RISK

The Participant understands and acknowledges that the sport of padel involves certain inherent risks, which may result in serious physical injury, including but not limited to strains, sprains, and fractures, and could also potentially cause property damage. This also includes risks associated with the Club's specific facilities and equipment. Furthermore, injuries may result not just from the actions of the Participant but the actions or negligence of others, including other participants or employees. The Participant knowingly and voluntarily accepts these risks and assumes full responsibility for any personal injury, property damage, or loss that may sustain while participating in activities at The Club.

### CODE OF CONDUCT

The Participant agrees to adhere to all Club rules and regulations, including but not limited to safety guidelines and code of conduct. These rules and regulations are available at [insert link here] for review. The Participant understands that failure to comply with any Club rules and regulations can result in expulsion from the premises and termination of this Agreement.

### PROHIBITED SUBSTANCES

The Participant agrees not to bring, consume, or be under the influence of illegal drugs, alcohol or to smoke in any area of The Club's facilities. This includes parking areas and all open outdoor areas.

### PHOTOGRAPHY AND FILMING

Unless explicitly stated in written communication via [contact@onepadel.us](mailto:contact@onepadel.us). The Participant consents to the use of any photographs, films, recordings, or likenesses of The Participant captured while on The Club's premises, in any live or recorded format, for promotional purposes of The Club, including but not limited to, advertising, social media content, and promotional materials.

## **PERSONAL PROPERTY**

The Club is not liable for loss or damage to personal property brought onto The Club's premises.

## **EMERGENCY MEDICAL TREATMENT**

The Participant consents to receive medical treatment which may be deemed necessary in the event of injury, accident, and/or illness during activities at The Club. The Participant understands and agrees that they are solely responsible for all costs related to such medical treatment.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes arising out of or in relation to this Agreement will first be attempted to be resolved through mediation. The mediator will be mutually agreed upon, and costs associated with the mediation will be shared equally. If mediation is unsuccessful, disputes will be submitted to binding arbitration, held in Broward County, Florida, with costs to be determined by the arbitrator(s).

## **SEVERABILITY**

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall not be affected, and they shall remain in full force and effect.

**AGREEMENT TO TERMS** By signing below, The Participant acknowledges that they have read and understood this Agreement, had sufficient opportunity to seek legal advice, and voluntarily agrees to its terms.