

2024 MONTCLAIR COURTS HOURS
ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Please read this form carefully and be aware that in utilizing the Montclair Courts during unstaffed hours, you will be **expressly ASSUMING THE RISK AND LEGAL LIABILITY and WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS which you and your family members might sustain associated with the use of the Montclair Courts.**

MONTCLAIR COURTS AREA

Montclair Courts area includes Playground and Equipment, Open Play Field, Pickleball & Tennis Courts

MONTCLAIR COURTS RULES

I have been given a copy of the Montclair Association, Inc. Courts Rules and agree to familiarize myself and my family members with the rules of the Montclair Courts and agree to abide by all said rules and rules posted or provided/representative by a Member of the Montclair Board of Governors.

I understand and agree that the Montclair Board of Governors retains the right to suspend or expel any individual/group from use of the Courts for failure to comply with all posted and/or promulgated rules.

I understand and agree that Montclair does not provide security or referees for individuals using the Courts and therefore, I use the Courts **AT MY OWN RISK**. Additionally, **NO ONE UNDER THE AGE OF 16** is allowed to use the Courts without a parent or appointed guardian over the age of 16 to take responsibility for the safety and activities of those minors.

I understand and agree that the Association keeps and maintains membership records of whomever is granted access to the Courts and that the Courts are under **24-hour video surveillance**.

I agree that any violation of the Courts rules may result in the loss of my privileges to use the Montclair Courts.

WAIVER & RELEASE OF CLAIMS

By signing this form, I agree to **WAIVE ALL CLAIMS** I have or may have arising from my use of the Montclair Courts and surrounding area as described above. I hereby waive and forever discharge any and all liability claims and demands of whatever kind or nature against Montclair, its agents, representative, officers, directors, employees, instructors or Board of Governors ("Released Party"), either in law or in equity, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind of the Released Party. This **WAIVER and RELEASE** includes but is not limited to death, bodily injury (including minor injuries, major injuries, and catastrophic injuries), illness, economic losses or out of pocket expenses, or loss or damage to property. I understand and agree that this waiver and release is binding on my heirs, assignee, next of kin and/or legally appointed or designated representatives and is intended to apply to and include any claims that may hereinafter accrue or arise from my participation in these activities. I agree and intend that this release and waiver is to be interpreted to provide full release of liability to the fullest extent permitted by law and waive any claim that I may have.

ASSUMPTION OF RISK

By signing this form, I agree to assume all risks arising from activities associated with use of the Montclair Courts and surrounding area as described above, even those allegedly caused by the negligence or conduct of Montclair agents, officers, representative and/or employees. I understand that there are inherent risks associated with the use of the Montclair Courts and surrounding area which may be both foreseen and unforeseen and include serious injury and/or death.

INDEMNITY

By signing this form I agree to Indemnify and hold harmless Montclair, its owners, successors, heirs, assigns, agents, employees and the Montclair Board of Governors, from all liability for any loss, damage, injury, illness, death and/or expenses that I or any person(s) in my care, custody or present under my Montclair Association, may suffer arising out of the use of the Montclair Courts area.

I AFFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT

Print your name _____

Signature _____ **Date** _____