QUAIL CREEK PICKLEBALL FACILITIES WAIVER, RELEASE AND INDEMNITY

- I, (the undersigned) desires to use the pickleball facilities at Quail Creek Resort Community in Sahuarita, Arizona ("Quail Creek"). I acknowledge and understand that there are inherent risks to which I will be exposed because of the nature and level of activity involved with pickleball. I have consulted with my physician to the extent I deem appropriate to determine that I am physically able to play pickleball at the level that I choose to participate. Neither acceptance of this Waiver, Release and Indemnity nor any other action on the part of any of the Robson Parties (as defined below) shall constitute in any form or manner a medical judgment and does not suggest that any of the Robson Parties is qualified to make medical judgments. The Robson Parties strongly recommend that each individual consult with a physician before playing pickleball. I understand, acknowledge and agree that none of the Robson Parties will provide any accident or health insurance for me.
- I understand and agree that my use of the pickleball facilities at Quail Creek and the equipment provided shall be undertaken at my sole risk, and neither the Pickleball Club (the "Club"), Quail Creek Country Club Property Owners Association (the HOA), Robson Ranch Quail Creek, LLC, Arlington Property Management Company, Robson Communities, Inc., any affiliate of any of them or any of their respective officers, directors, owners, members, managers, partners, employees, agents or representatives (collectively the "Robson Parties") shall be responsible or liable for any damage, harm or injuries of any kind, nature or description to me or my property or my guests or be subject to any liability, obligation, action, claim, demand or suit whatsoever for injury or damages, including without limitation those resulting from the active or passive negligence on the part of any of the Robson Parties, except to the extent directly caused by the sole active negligence or willful misconduct of such Robson Party.
- I, on my behalf and on behalf of my insurers, executors, administrators, heirs, successors and assigns, hereby waive, release and forever discharge and further agree to indemnify, hold harmless and defend the Robson Entities for, from and against any and all actions, claims, demands, liabilities and suits relating to my use of the facilities, conveniences or equipment or any other amenities in Quail Creek, including without limitation the pickleball facilities or otherwise relating to or arising out of my participation in pickleball including without limitation those resulting from the active or passive negligence of any of the Robson Parties, except that the undersigned does not release and shall not be obligated to indemnify or hold harmless a Robson Party from such Robson Party's sole active negligence or willful misconduct.
- The undersigned warrants and represents that no promise or representation of any kind has been expressed or implied by the parties released herein or by anyone acting for them, except as is expressly stated herein. The undersigned represents that he/she is over the age of 18 and is legally competent to execute this document. This document shall be construed according to its fair meaning and neither for nor against any party hereto irrespective of which party caused the same to be drafted.
- BY EXECUTING THIS WAIVER, RELEASE AND INDEMNITY, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREED TO ALL OF THE TERMS OF THIS WAIVER, RELEASE AND INDEMNITY.

Name	Address	Date	Signature

Revised 2020