

THE COURTYARD

200-300 CORPORATE POINTE



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (PING PONG)

I, _____ ("Ping Pong Player"), am over the age of 18 and therefore have the legal capacity to enter into this Agreement. The Courtyard at 200 & 300 Corporate Pointe ("The Courtyard") **HAS ISSUED** or **NOT ISSUED** (Circle one) a ping pong Paddle ("Paddle") available on loan to users associated with The Courtyard (such loan program referred to "The Courtyard Ping Pong Share" or "Ping Pong Share"). I am a tenant or the employee of a tenant in The Courtyard. In connection with my temporary usage of The Courtyard Ping Pong Paddle Share and the equipment used thereof, I, for myself, my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of The Courtyard Ping Pong Paddle Share and that I am qualified, in good health, in sound mental capacity, and in proper physical condition to borrow a Paddle from The Courtyard Ping Pong Paddle Share. I further acknowledge that I will use the Paddle in association to a Ping Pong table located in the outdoor common area of the Courtyard upon which the hazards of traveling may be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue using the Paddle and ping pong table.
2. Fully understand that (a) PLAYING PING PONG ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity, the condition in which the takes place, or the negligence of the "Releasees" named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either now known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my playing and use of Ping Pong Share.
3. Agree to follow all laws pertaining to the use, operation of the Paddle and the table, including all state and local laws and the rules and regulations outlined by USA Table Tennis. I certify that I am familiar with the laws, rules, and regulations pertaining to the use, riding and/or operating of the ping pong before playing.
4. Hereby release, discharge, and covenant not to sue The Courtyard Ping Pong Share and The Courtyard, its agents, officers, and if applicable, owners and lessors of premises on which the playing takes place (each considered one of the "Releasees" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnify agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

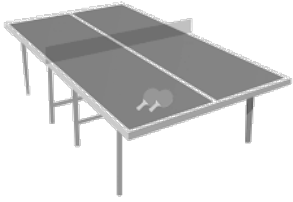
I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I HAVE READ THIS RELEASE AND WAIVER.

SIGNER'S INITIALS: _____

SIGNATURE: _____
 PRINT NAME: _____
 COMPANY NAME: _____
 DRIVER'S LICENSE #: _____
 RESERVATION DATE: _____

PHONE: _____
 EMAIL: _____
 COMPANY SUITE #: _____
 TIME: _____



THE COURTYARD

200-300 CORPORATE POINTE

RULES & REGULATIONS

1. **USE PING PONG EQUIPMENT AT YOUR OWN RISK.**
2. FOR USE BY THE COURTYARD TENANTS ONLY, BUILDING 200-300!!
3. MUST BE 18 YEARS OF AGE OR OLDER TO USE THE EQUIPMENT.
4. CONSULT YOUR PHYSICIAN BEFORE BEGINNING ANY EXERCISE PROGRAM.
5. MANAGEMENT IS NOT RESPONSIBLE FOR ANY INJURY YOU MAY SUFFER. PLEASE FAMILIARIZE YOURSELF WITH EQUIPMENT PRIOR TO USE. IMPROPER USE OF EQUIPMENT MAY RESULT IN INJURY.
6. DO NOT PLAY WHILE IMPAIRED BY ALCOHOL OR DRUGS.
7. ANYONE FOUND DEFACING OR DAMAGING EQUIPMENT IS SUBJECT TO DISCIPLINARY ACTION AND WILL BE HELD FINANCIALLY RESPONSIBLE.
8. NO FOOD OR DRINKS (EXCEPT WATER). NO GLASS ITEMS.
9. NO SMOKING.
10. TO ENSURE A COMFORTABLE ATMOSPHERE FOR EVERYONE, BE COURTEOUS & RESPECTFUL TO OTHERS. ALLOW OTHERS TO "WORK-IN" OR TAKE TURNS.
11. DEFECTIVE OR BROKEN EQUIPMENT IN NEED OF REPAIR SHOULD BE REPORTED TO MANAGEMENT IMMEDIATELY.
12. MANAGEMENT IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS.
13. PLEASE WIPE OFF ALL EQUIPMENT, MATS, AND CUBBIES AFTER USE!!!

CALL 911 FOR ANY AND ALL EMERGENCIES!