

Eagles Harbor Homeowners Association, Inc
116 Long Point Road
Hodges, South Carolina 29653

Dear Members,

In the Spring of 2021, an idea was brought to the Board about the membership wanting to play pickleball within our community. The idea was initially tabled, and then the decision was made to grant the membership the permission to paint lines in the turnaround circle of the marina area such that pickleball could be played on that surface. The Board did not oversee the work, nor pay for the paint, the nets, and/or any other equipment and does not sponsor, schedule or regulate this activity.

In the course of considering building a community amenity that includes Pickleball courts, one of the questions that was raised was whether or not this would increase liability. As part of the discussion both with the insurance agent and our Attorney, it was noted that currently members are “playing in the Road”. Our insurance agent showed concern. The fact is there would be no increased liability for playing on “Community Courts”, but the increased liability comes from having members “play in the road”.

It was pointed out to both our insurance agent and our Attorney, that the EHHOA, Inc. (the Association) does not endorse this activity, nor sponsor it in any way, but the fact still remains that formal permission was granted to paint the lines on the Road by the membership.

In discussion with our Attorney, she offered that at least a waiver for the Homeowners Association should be signed by each member who plays, stating that they are aware of the inherit risks in the participation in this activity and further stating that the HOA, its board and membership at large are not responsible for any adverse event that should arise during the course of such “play”.

The following waiver will be required by each person who plays at pickleball courts painted on Eagles Harbor’s Roadways:

EAGLES HARBOR HOMEOWNERS ASSOCIATION, INC.
PICKLEBALL WAIVER AND RELEASE

THIS PICKLEBALL WAIVER AND RELEASE (hereinafter the “**Agreement**”), is made and entered into this _____ day of _____, 20____, by and between _____ (“**Participant**”) and Eagles Harbor Homeowners Association, Inc; a South Carolina non-profit corporation, (the “**Association**”), hereinafter collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the Association is the Homeowners Association for the residential subdivision know as Eagles Harbor, located in Hodges, South Carolina, and,

WHEREAS, the Association is the owner of certain roadways within Eagles Harbor, and

WHEREAS, The Association has allowed its members to play pickleball in the paved area of the turnaround circle of the marina area (Pickleball Area); real property that is owned by the Association; and

WHEREAS, Participant desires to play pickleball and or watch the play in said, Pickleball Area, and

WHEREAS, Participant understands the inherent risks of playing pickleball generally, and specifically in the Pickleball Area, and is thus participating pursuant to the following terms and conditions:

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein, Participant agrees to the following:

- 1. Acknowledgement & Assumption of Risk:** Participant understands and acknowledges that playing pickleball in the Pickleball Area presents certain hazards and risks, including, but not limited to, serious injury and death. Participant understands and acknowledges that participating in pickleball activities or being present on the Association’s property during pickleball activities increases the risk of serious injury. To the fullest extent permitted by law, Participant, for themselves, and on behalf of their minor child(ren), ward(s) if any, and for Participants successors, assigns or legal representatives claiming through Participant, assumes

all risks related to participating in pickleball activities, and/or being on the Association's property during pickleball activities.

2. **Liability Release:** To the fullest extent permitted by Law, Participant, for themselves, and on behalf of their minor child(ren), ward(s) if any, and for Participants successors, assigns or legal representatives claiming through Participant, Participant hereby releases, fully and forever discharges and releases the Association, its employees, members, officers, directors, agents, and volunteers from all liability, claims, demands and causes of action, if any, in the event of damage, injury, or death to Participant during pickleball activities. This Agreement shall be in effect whether such liability, claim, demand, or cause of action is based upon negligence, gross negligence, recklessness, willful and wanton conduct, breach of contract (express or implied) or upon any other legal theory of any nature.
3. **Indemnity:** Participant hereby indemnifies the Association, its employees, members, officers, directors, agents and volunteers against loss, costs or damage incurred as a result of any liability whatsoever with regard to participation in pickleball activities.
4. **No Warranties:** The Association gives no warranties with respect to the condition or maintenance of the Pickleball Area, and participation shall be at the Participant's own risk and expense. All members have an equal right to use the area, but the Association will not sponsor any action with respect to the play and/or scheduling of membership use.
5. The Participant acknowledges that he or she has read this full release, that he or she understands the same and it is not ambiguous; and that he or she voluntarily, knowingly and intentionally has signed this release in full. The Association reserves the right to amend, alter or abolish this release from time to time as may be prudent and/or necessary and if such occurs, members will be provided with such new information.

In WITNESS WHEREOF, the Parties have signed, sealed and delivered these presents as their own free act and deed:

Participants Signature (for)

Association Representative Signature

Participants Name

Name and Title of Assoc. Representative

Age if less than 18

(Adults must sign for themselves, participants under 18 must be signed by legal guardian)

Circle One: I am an Adult Participant; Parent; Legal Guardian, Legal Representative

Date signed: _____