



Northland Center
3500 & 3600 American Boulevard
Bloomington, MN 55431

PICKEL BALL AGREEMENT & WAIVER

I, _____ (“Tenant”), hereby register voluntarily to engage in physical activity and use the pickleball equipment, at the Northland Center Pickle Ball Court, located at the office building and/or project commonly known as Northland Center and located at 3500 & 3600 American Boulevard, Bloomington, MN (“Project”). I understand that the Pickle Ball Court is provided as a convenience and an amenity by GKII Northland Center, KBS/GK Fund II LP, (“Owner”), and that Owner is not providing any staff, medical personnel, fitness trainers, or other employees or contractors to supervise the Pickle Ball Court its use. In consideration of the license to the use of the Pickle Ball Court, I hereby agree to the following:

1. The Pickle Ball Court is intended for the exclusive use of tenants only.
2. A \$250.00 charge will be billed if any rackets or equipment is not returned after use.
3. The Pickle Ball Court is an unsupervised and unattended facility, and the use of any equipment or participation in any physical activity at the Pickleball court is strictly at the Member's own risk.
4. Member understands and agrees that Owner makes no representation, warranty or guarantee as to the safety or efficacy of the Pickle Ball Court.
5. Member further agrees and acknowledges the following:

RELEASE AND WAIVER – READ CAREFULLY

TO THE EXTENT ALLOWED BY LAW AND IN CONSIDERATION FOR PERMISSION TO USE THE PICKEL BALL COURT, ON BEHALF OF ITSELF, ITS HEIRS AND PERSONAL REPRESENTATIVES, HEREBY KNOWINGLY AND VOLUNTARILY AGREES TO WAIVE AND RELEASE OWNER AND ALL OWNER PARTIES FROM (I) ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER (COLLECTIVELY, "CLAIMS") AND (II) ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE, RESULTING FROM OR RELATED TO MEMBER’S USE OF THE PICKEL BALL COURT OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN. TENANT SPECIFICALLY UNDERSTANDS THAT MEMBER IS WAIVING AND RELEASING ANY CLAIMS TENANT MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY OWNER OR ANY OWNER PARTIES. TENANT FURTHER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OWNER PARTIES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS ARISING AS A RESULT OF MEMBER’S USE OF THE PICKEL BALL COURT.

Tenant further understands and agrees that none of the Owner Parties assumes any responsibility for and is not obligated in any way to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death or damage arising from or related to use of the Pickle Ball Court.



Because participation in the Pickle Ball Court is voluntary, Tenant has agreed to sign this Release and Waiver of Liability. Tenant acknowledges and agrees that it has been given the opportunity to read carefully all of the terms of this Release and Waiver of Liability and Tenant fully understands the legal consequences of signing it.

If any portion of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Agreement shall remain in full force and effect and the invalid portion shall be enforceable to the extent permitted by law.

Tenant agrees that it has read and understands the above and is signing this Pickle Ball Agreement and Release and Waiver voluntarily and with full knowledge of its significance.

SIGNATURE:

PRINT NAME:

COMPANY:

DATE:
