

Pickleball Nation Membership Terms and Conditions

Last updated: August 1, 2025

Terms and Conditions for Membership

These Terms and Conditions ("**Terms** ") govern your membership ("**Membership**") with 1000913057 Ontario Ltd. o/a Pickleball Nation ("**we**," "**us**," or "**our**"), a pickleball provider operating in Canada. By becoming a member, or purchasing or renewing a Membership, you ("**you**" or "**Member**") agree to be bound by these Terms. Please read them carefully.

1. Membership Overview

1.1 Eligibility: Membership is available to individuals aged 18 or older who are residents of Canada. Minors under 18 may participate with the consent of a parent or legal guardian, who must sign or otherwise accept these Terms and Conditions.

1.2 Club-Specific Membership: Your Membership is valid only at our Oakville location – 71 Loyalist Trail, Building B1-B6, Oakville, Ontario (the "**Club**"). Benefits and services are subject to availability and change by us from time to time.

1.3 Membership Plans: If you have registered an account, booked court time (whether individually or as part of a group), purchased a recurring membership (each a "**Recurring Membership**") or acquired credits in the form of play passes or otherwise ("**Play Passes**" or "**Credits**"), or participated in any activities offered by us, you shall be deemed a "**Member**" and to have accepted your Membership pursuant to these Terms. Recurring Memberships include benefits such as certain Play Passes, discounted rates, priority booking, and other perks. Unless otherwise stated herein, the offered prices, terms, and availability of Membership options are subject to change, from time to time, at our full discretion and without Notice. Unless otherwise permitted by us or these Terms, Memberships are non-refundable and non-transferable.

1.4 Limited License to Use of Play Passes. Play Passes have no equivalent value in real currency. Your acquisition or purchase of Play Passes only entitles you to receive a limited, non-transferable, revocable license to use them (i) in connection with your active Membership, and (ii) in the ways permitted by us under these Terms, or as we may otherwise advise or permit. Your license to use Play Passes will end if you violate these Terms, engage in any unsafe or disruptive behaviour, or your Membership expires, terminates, or otherwise ends, for any reason.

1.5 Acquisition and Use of Play Passes. Play Passes may be acquired only by purchasing a Membership that includes a certain stipend of Play Passes or Credits each month (depending on the Membership), or by other means that we may introduce and from time to time. Play Passes are non-transferrable. You may not use, acquire, transfer, share, or distribute Play Passes except as expressly allowed by us under these Terms. Any attempt to do so constitutes a violation of the

Terms, and will render the transaction void, and may result in the immediate suspension or termination of your Membership and your license to use Play Passes. Only Members who have reached the age of majority in their jurisdiction may purchase a Membership and Play Passes, or engage in other real-money transactions relating to the Club.

1.6 Play Pass Expiry. If you don't use all your Play Passes in the period in which they are allocated (i.e. monthly), such Play Passes will not carry over to the following month or period will and automatically expire. We reserve the right to change or amend the foregoing expiration policy without notice, in our sole and absolute discretion.

1.7. Passes are Non-Refundable. Except as required by law, all payments for Play Passes are final and not refundable. Play Passes and their value for services are subject to change by us in our sole discretion. This may include, without limitation, amending the number or type of Play Passes you may acquire through the monthly stipend or the number of Play Passes eligible to be used on a daily basis. Except for the limited licenses granted to you under these Terms, we retain all rights in and to Play Passes. This includes the right to modify, revoke, or terminate your license to use Play Passes without Notice, payment, or liability to you. We make no guarantees or warranties regarding Play Passes or their availability, ability to use them, or their value. Notwithstanding any of the foregoing, if you purchase a Recurring Membership, any rights or benefits associated with such Recurring Membership will be honoured without amendment for the duration of that term.

2. Membership Fees and Payment

2.1 Fees: The fee for your Membership ("**Membership Fee**") is as specified at the time of purchase or renewal. Fees are quoted in Canadian dollars (CAD) and are subject to applicable provincial and federal taxes (e.g., GST, PST, HST).

2.2 Payment: Membership Fees are payable in advance via credit card, debit card, or other approved payment methods. For Recurring Memberships, you authorize us to automatically charge your payment method each month or anniversary of the renewal date unless you cancel your Membership as outlined in Section 5.

2.3 Transaction Fees: A processing fee may apply to each payment, as disclosed at checkout, to cover third-party payment processing costs.

2.4 Fee Changes: We reserve the right to adjust any rates or Membership Fees at any time. We will provide you with at least 30 days Notice (via email or at the Club) of any fee increase. Continued use of a Membership after the effective date of the change constitutes acceptance of the new fees.

2.5 Fines for Abuse of Reservation and Damage to Club: You recognize that the Club is subject to live 24/7 monitoring. In addition to any rights we may have under Section 5 or pursuant to these

Terms, we reserve the right to issue a written warning or charge you or your guests or for those for whom you are responsible - being liable on a joint and several basis –up to \$1,000.00 per instance, violation and/or breach of those items outlined in Section 2.6 (“**Fine**”). In addition to the Fine, we reserve the right to claim against you, your guests or for those for whom you are responsible in the jurisdiction of Ontario for the full value of any direct or consequential damages that you or those other individuals have caused.

2.6 Violations and Breaches: Subject to Section 2.5, the following actions and violations may attract Fines on a per instance basis:

- violating the Code of Conduct;
- booking a court but the number of observed players on the court do not match what is in the reservation. For example, solely for the sake of clarity, if you book a court for 4 players and 6 players are observed using the court at that time;
- damaging the Club and/or any of its equipment, chattels, structures or facilities;
- hold any door open for anyone but those in your court reservation;

You, your guests, or for those for whom you are responsible, will be subject and liable to pay a Fine if you/they are found doing, or the evidence suggest on a more likely than not basis, that any of the foregoing violations was committed by you or your guests. Any such Fine will nevertheless be reasonable and proportional to the violation and its severity. Any such determinations by us with respect of Fines is final and not subject to appeal, and you hereby consent to any such determination.

2.7 Cancellation: You can cancel or reschedule any reservation more than 24/h in advance without penalty. If you cancel or reschedule with less than 24/h notice, the full price of the court or reservation type will be charged to your account.

3. Term and Renewal

3.1 Start Date: Your Membership begins on the later of the date the Club opens and the date of purchase ("**Start Date**") and continues thereafter, as applicable and as dictated by the specific Membership terms, and unless terminated pursuant to Section 5, for the duration of the minimum term specified in each Membership option/tier.

3.2 Automatic Renewal: If you have a Recurring Membership, your Membership will renew automatically on a month-to-month or annual basis, subject to the terms of that particular Membership type unless you provide notice of your intention to cancel at least 30 days before the next valid renewal date. Renewal dates align with the Start Date (e.g., if you join on the 10th, your renewal is the 10th of each subsequent month). For each renewal, once the minimum term of the Membership has expired, any continued use of the Membership on a month-to-month or

year-to year basis will be subject to Membership Fee adjustments, if applicable. Any such change to the Membership Fee, after the expiry of the minimum term, will be subject to us providing 30 days Notice.

3.3 Membership No Longer Offered: Subject to Section 5.2, if you have subscribed to a Membership that, after that Membership's minimum term has expired, is no longer being offered by us then any such Membership will not be subject to automatic renewal. With at least 30 days Notice we may terminate any such Membership if it is a month-to-month. If annual, at least 30 days Notice will be provided prior to the end of that minimum annual term.

4. Use of Facilities and Services

4.1 Access: Membership grants you access to designated pickleball courts, programs, and amenities at your Club during regular operating hours, subject to availability and scheduling.

4.2 Rules and Conduct: You agree to comply with all Club rules, including safety guidelines, dress code, and code of conduct (the "**Code of Conduct**"), as posted or communicated by us. Failure to comply may result in suspension or termination of your Membership, and Passes, without refund.

4.3 Guest Policy: Any guests invited by you must register for at least a free account with us online and sign a waiver, available through www.thepickleballnation.ca (i.e. become a Member). You are responsible for anyone you invite to or allow to access the Club, and must ensure compliance with Club rules at all times. You are fully liable for and to any guest or other individual that you allow to access the Club.

4.4 Reservation Rescheduling: From time to time you may book or schedule court time in advance. We reserve the right to cancel or reschedule any court reservation at our sole discretion for any reason, including but not limited to maintenance issues, scheduling conflicts, staffing limitations, or other operational concerns. We will make reasonable efforts to notify you in advance of any changes and, where possible, offer alternative times or a refund. However, we are not liable for any costs, damages, or inconvenience resulting from a canceled or rescheduled booking. Any rules or standards we implement with respect to our standing court time options will be posted on www.thepickleballnation.ca such rules or standards and are hereby incorporated into these Terms by reference, forming part of your Membership agreement.

5. Cancellation and Termination

5.1 Member Cancellation: Subject to any minimum commitment period (e.g. 6 months for a monthly Recurring Membership), you may cancel your Recurring Membership at any time by providing written notice via email to info@thepickleballnation.ca at least 30 days before your next renewal date. No refunds will be issued for the current month, or year, as applicable. Early cancellation of any Recurring Membership is permitted only for medical reasons (with

documentation), in which case we may, in our discretion, refund any prepaid fees for the unused portion of your Membership on a *pro rata* basis, less an administrative fee. If you terminate your Recurring Membership early, you can still enjoy the benefits of your Membership during the termination period, if applicable.

5.2 Our Right to Terminate: We may suspend or terminate your Membership at our sole discretion, with or without Notice, for reasons including but not limited to non-payment, violation of these Terms or the Code of Conduct, or any other behavior deemed unsafe or disruptive. No refunds will be provided in such cases. In addition, we reserve the right to assess, and you agree to accept, a Fine in the event of any violation of these Terms or of our Code of Conduct or those items listed in Section 2.6.

5.3 Club Closure: If the Club closes permanently, we will refund any prepaid fees for the unused portion of your Membership, prorated monthly, subject to applicable laws.

5.4 Play Passes and Termination. Unless otherwise states in these Terms or by us in writing, once a Membership is terminated, all unused Passes associated with your account are immediately void, expunged and are not subject to refund or reinstatement. The foregoing is the case even if you purchase another Membership again at a later date.

6. Liability and Waiver

6.1 Assumption of Risk: Pickleball involves physical activity and inherent risks of injury. By participating, you acknowledge and assume all risks associated with pickleball, any services offered by us, and the use of our Club facilities, including but not limited to bodily injury, property damage, or illness. You acknowledge that the Club is a staffless 24/7 facility and that you understand and accept the corresponding risks that flow from attending such a facility and engaging in Pickleball, any services we offer, and/or any other activities at the Club. You understand and agree that we do not and cannot guarantee your safety or ability to participate or take advantage of all of our services or all activities that take place at the Club, and that are fully responsible for any decision you make to participate and/or play at the Club. Accordingly, you accept and agree that the health and safety measures we have implemented at the Club, including but not limited to 24/7 live monitoring, is reasonable and adequate and that we have, provided as secure and as safe an environment as reasonably possible. Further, you agree that we have taken all reasonable steps necessary to prevent injuries, damage and loss. You also agree that we are not liable for injuries resulting from your negligence or failure to follow the Code of Conduct or instructions.

6.2 Health and Safety: You agree to promptly notify us of any health and safety hazards which may arise at the Club. While on the Club premises, you will comply with any health and safety measures implemented by us. You will notify us immediately in the event of any incident

occurring at the Club if that incident causes any personal injury or damage to property which could give rise to personal injury. You further agree that you will not participate in any activities at the Club, including playing pickleball, should you have any reason to believe doing so will cause you to suffer, contribute to, or exacerbate, any personal injuries or damage.

6.3 Release: To the fullest extent permitted by law, you expressly waive and release 1000913057 Ontario Ltd. o/a Pickleball Nation, its affiliates, owners, shareholders, directors, officers, employees, contractors, consultants, coaches, staff, and agents ("**Releasees**") from any liability for loss, theft, physical or bodily damage, injury, or death arising from your Membership or use of the Club and our facilities, due to any cause whatsoever.

6.4 Indemnity: You agree to indemnify and hold harmless the Releasees from any claims, damages, or costs arising from your acts or omissions, and those of your guests or any other individual you permit to enter the Club.

6.5 Social Media Release: We may take photos or videos of our facilities for advertising and promotional purposes and use and edit or adapt these photos and videos on our social media and other digital channels for marketing or other purposes.

6.6 Further Release and Consent: You acknowledge that you have been informed that you may be photographed, filmed, or otherwise recorded while participating in activities at our Club. You grant your irrevocable consent to us, our successors, assigns, and licensees to include your name, likeness, photographic image, mannerisms, and voice in our marketing materials, without compensation and/or credit, and for such marketing materials to be exploited for any purpose whatsoever in any and all media now known or hereafter devised throughout the universe in perpetuity. Without limiting our rights in Section 9, all audio and video recordings are the sole property of the Club, and you waive any and all rights of personality, publicity, privacy, or other rights related to our audio and video recordings, including the right to bring an action against us related to our marketing materials. If you do not wish to be photographed, recorded, or otherwise included in our marketing materials, please let us know.

7. Insurance

7.1 Member Responsibility: You are encouraged to maintain personal health, accident, and liability insurance, and agree that you have obtained such insurance as you feel necessary based on your personal circumstances which are known to you and not to the Releasees. You acknowledge you are fully aware that our insurance may not cover your personal injuries or losses.

8. Privacy

8.1 Collection and Use: We collect personal information (e.g., name, contact details, payment information) to manage your Membership. Our use of your information is governed by our privacy policy (found here: <https://www.thepickleballnation.ca/privacy-policy>) (the “**Privacy Policy**”), compliant with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and applicable provincial privacy laws.

8.2 Consent: By agreeing to these Terms and Conditions, you consent to the collection, use, and disclosure of your personal information as described in our Privacy Policy.

9. Intellectual Property

9.1 Ownership: All logos, branding, intellectual property and related materials associated with the Club are our property or that of our licensors. You may not use them without our prior written consent.

10. Governing Law and Dispute Resolution

10.1 Governing Law: These Terms and Conditions are governed by the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

10.2 Disputes: Any disputes arising from these Terms and Conditions will first be addressed through good-faith negotiation. If unresolved, disputes will be submitted to mediation in Toronto, Ontario.

11. General Provisions

11.1 Amendments: We may update these Terms and Conditions at any time. We will notify you of any changes via email at least 30 days before they take effect. Continued Membership after the effective date constitutes acceptance of the revised Terms and Conditions.

11.2 Severability: If any provision of these Terms and Conditions is found unenforceable, the remaining provisions remain in full effect.

11.3 Entire Agreement: These Terms and Conditions, along with any documents referenced herein, constitute the entire agreement between you and us regarding your Membership.

11.5 Contact and Notice for Members: For questions or support, or if you wish to provide us with notice, contact us at info@thepickleballnation.ca.

11.6 Notice: Notice from us to you is herein defined as any written communication including, without limitation, any physical media posted in the Club, any emails, social media, posts to our digital application, website, or newsletter (“**Notice**”).