

GOLF PERFORMANCE CENTER

RECURRING USE WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

IMPORTANT NOTICE

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY BEFORE SIGNING.

BY SIGNING THIS AGREEMENT, YOU AGREE TO ASSUME CERTAIN RISKS, RELEASE CERTAIN CLAIMS, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, AND WAIVE CERTAIN LEGAL RIGHTS.

This Agreement is intended to be continuing and shall apply to every visit to and use of the Golf Performance Center (the "Facility").

1. PARTIES AND FACILITY USE

In consideration for being permitted to enter, use, participate in, or access the Facility, including all golf simulators, hitting bays, practice areas, instruction programs, club fitting services, training equipment, fitness equipment, common areas, parking areas, and related activities (collectively, the "Activities"), I agree as follows:

This Agreement shall remain in effect for all current and future visits to the Facility unless revoked in writing and accepted by the Facility.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I understand that participation in the Activities involves inherent and significant risks of injury, illness, death, and property damage. Such risks include, but are not limited to:

- Being struck by golf balls, golf clubs, training aids, or other equipment;
- Errant shots from other participants;
- Equipment malfunction or failure;
- Slips, trips, falls, and collisions with persons, structures, or equipment;
- Injuries arising from physical exertion, stretching, training, or instruction;
- Improper use of golf simulators, launch monitors, exercise equipment, or training devices;
- Negligent acts of other participants or guests;
- Weather-related hazards in outdoor areas;

- Parking lot and vehicle-related incidents; and
- Other known and unknown risks associated with golf, athletic training, and recreational activities.

I understand that golf balls may be struck at high rates of speed and can cause serious bodily injury, permanent disability, or death.

I knowingly, voluntarily, and freely assume all risks, both known and unknown, foreseeable and unforeseeable, arising from my use of the Facility and participation in the Activities.

3. RELEASE OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE GOLF PERFORMANCE CENTER, ITS OWNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, CONTRACTORS, AFFILIATES, SUCCESSORS, ASSIGNS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATED TO MY USE OF THE FACILITY OR PARTICIPATION IN THE ACTIVITIES.

This release includes claims for:

- Personal injury;
 - Bodily injury;
 - Death;
 - Property damage;
 - Economic loss;
 - Emotional distress; and
 - Any other damages or losses.
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4. RELEASE OF NEGLIGENCE CLAIMS

I EXPRESSLY AGREE THAT THIS RELEASE APPLIES TO CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES.

I UNDERSTAND THAT I AM RELEASING CLAIMS BASED ON THE NEGLIGENCE OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO CLAIMS INVOLVING PREMISES LIABILITY, NEGLIGENT MAINTENANCE, NEGLIGENT SUPERVISION, NEGLIGENT INSTRUCTION, FAILURE TO WARN, OR OTHER ALLEGED NEGLIGENCE.

I acknowledge that this provision is intended to satisfy the requirements of the Texas Express Negligence Doctrine and that this release is conspicuous and prominently displayed.

This release does not apply to claims arising from gross negligence, willful misconduct, or conduct that cannot legally be released under Texas law.

5. CONTINUING WAIVER

I understand and agree that:

- This Agreement is ongoing and continuous;
 - It applies to every present and future visit to the Facility;
 - I am not required to sign a new waiver for each visit;
 - My continued use of the Facility constitutes reaffirmation of this Agreement.
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6. INDEMNIFICATION

I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, liabilities, damages, judgments, settlements, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- My acts or omissions;
 - My participation in the Activities;
 - My violation of Facility rules or policies;
 - Damage to Facility property caused by me; or
 - Claims brought by my guests, invitees, family members, or other persons associated with me.
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7. GUESTS

If I bring or sponsor guests at the Facility, I agree that:

- I am responsible for ensuring that each guest signs all required waivers before participating;
 - I will ensure that guests comply with Facility rules and safety requirements;
 - I assume responsibility for damage caused by my guests; and
 - I will indemnify the Released Parties for claims arising from the acts or omissions of my guests.
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8. RULES, SAFETY, AND CONDUCT

I agree to comply with all Facility rules, policies, safety requirements, posted notices, and instructions from Facility personnel.

The Facility reserves the right to suspend or terminate membership privileges or remove any participant whose conduct is unsafe, disruptive, unlawful, or inconsistent with Facility policies.

9. EQUIPMENT AND PROPERTY

I agree to use all equipment only for its intended purpose and in a safe manner.

I accept responsibility for any damage to Facility property resulting from my misuse, negligence, reckless conduct, or intentional acts and agree to reimburse the Facility for repair or replacement costs.

10. MEDICAL FITNESS AND EMERGENCY CARE

I represent that I am physically capable of participating in the Activities and have no condition that would make participation unreasonably dangerous.

I understand that the Facility does not provide medical insurance.

In the event of an emergency, I authorize the Facility to obtain medical treatment on my behalf. I accept full responsibility for all medical expenses incurred.

11. PHOTO AND MEDIA RELEASE (OPTIONAL)

I grant the Facility permission to photograph, videotape, or otherwise record my participation and to use such images or recordings for advertising, promotional, educational, or marketing purposes without compensation.

☐ YES ☐ NO

12. MINORS

If the participant is under eighteen (18) years of age, the undersigned parent or legal guardian acknowledges and agrees:

- The minor may participate in the Activities;
- The parent or guardian has read and understands this Agreement;
- The parent or guardian agrees to all terms of this Agreement on behalf of the minor; and
- The parent or guardian agrees to indemnify and hold harmless the Released Parties from claims brought by or on behalf of the minor.

13. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed under the laws of the State of Texas without regard to conflict-of-law principles.

Any lawsuit arising from this Agreement shall be brought exclusively in the state or federal courts located in the county where the Facility is located, and the parties consent to such jurisdiction and venue.

Optional Jury Trial Waiver

THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior oral or written agreements concerning such matters.

16. ACKNOWLEDGMENT

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY.

I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR NEGLIGENCE.

Participant Name: _____

Signature: _____

Date: _____

Email Address: _____

Parent/Guardian (if participant is under 18)

Minor's Name: _____

Parent/Guardian Name: _____

Signature: _____

Date: _____