

# LAUREL VALLEY MOBILE GOLF COMPANY, LLC

## Waiver and Release of Liability

### PLEASE READ CAREFULLY — THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS

This Waiver and Release of Liability ("Agreement") is entered into by and between Laurel Valley Mobile Golf Company, LLC ("Company") and the undersigned participant ("Participant"), on behalf of themselves and, if applicable, any minor(s) in their care.

**1. ACKNOWLEDGMENT OF RISKS:** Participant understands and acknowledges that the use of a mobile golf simulator, including but not limited to swinging golf clubs, striking golf balls, and being in proximity to others engaging in such activities, involves inherent risks. These risks include, but are not limited to:

- Being struck by a golf club or golf ball
- Equipment malfunction or failure
- Slips, trips, or falls in and around the simulator area
- Injuries resulting from improper use of equipment
- Injuries caused by other participants

Participant voluntarily assumes all risks, known and unknown, associated with participation.

**2. RELEASE OF LIABILITY:** To the fullest extent permitted by law, Participant hereby releases, waives, discharges, and covenants not to sue Laurel Valley Mobile Golf Company, LLC, its owners, members, employees, contractors, agents, and affiliates (collectively "Released Parties") from any and all liability, claims, demands, damages, or causes of action arising out of or related to:

- Personal injury
- Property damage
- Loss or theft
- Death

This release applies whether caused by negligence of the Released Parties or otherwise, except in cases of gross negligence or willful misconduct where prohibited by law.

**3. INDEMNIFICATION:** Participant agrees to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs (including attorney's fees) arising from Participant's involvement or presence at the event, including claims brought by third parties.

**4. MEDICAL CONSENT:** Participant certifies that they are physically able to participate. In the event of injury or medical emergency, Participant authorizes the Company to seek medical treatment on their behalf and agrees to be responsible for any related costs.

**5. RULES AND SAFETY COMPLIANCE:** Participant agrees to:

- Follow all safety instructions provided by Company staff
- Use equipment only as intended
- Maintain a safe distance from others swinging clubs
- Refrain from reckless, unsafe, or intoxicated behavior

Company reserves the right to remove any Participant who fails to comply with safety rules, without refund.

**6. DAMAGE TO EQUIPMENT:** Participant agrees to be financially responsible for any damage caused to Company equipment due to misuse, negligence, or intentional acts.

**7. MINORS:** If signing on behalf of a minor, the undersigned parent or legal guardian:

- Consents to the minor's participation
- Accepts all risks on behalf of the minor
- Agrees to all terms of this Agreement
- Agrees to indemnify the Company for any claims brought by or on behalf of the minor

**8. PHOTO & VIDEO RELEASE (OPTIONAL):** Participant grants permission for the Company to use photos or videos taken during events for marketing and promotional purposes unless otherwise declined in writing.

**9. GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

**10. SEVERABILITY:** If any portion of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

**11. ACKNOWLEDGMENT OF UNDERSTANDING:** Participant acknowledges that they have read this Agreement, fully understand its terms, and sign it freely and voluntarily.

**SIGN ON REVERSE SIDE**

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**SIGN ON REVERSE SIDE**

**Participant Name (Print):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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**For Minors:**

**Minor's Name:** \_\_\_\_\_

**Parent/Guardian Name (Print):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Participant Name (Print):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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**For Minors:**

**Minor's Name:** \_\_\_\_\_

**Parent/Guardian Name (Print):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_