

## **GOLF SHOTS, LLC WAIVER OF LIABILITY**

**By entering the facility, you acknowledge that you may be seriously injured by using this facility. Golf balls are driven at high speeds, and golf clubs are swung at full speed, both of which frequently exceed 100 miles per hour. Golf balls and tees may ricochet. If you are near someone swinging a club, you might get hit. By signing this document and by using the facility, you agree that you do so at your own risk, and you release Golf Shots, LLC, its managers, members, employees, agents, contractors and all other persons who act on its behalf from any liability for personal injury, mental anguish, death, and property damage that may result from use of this facility.**

### **RELEASE, INDEMNITY AND ASSUMPTION OF RISKS**

In consideration for the services and activities provided by Golf Shots, LLC, its managers, members, employees, agents, contractors and all other persons who act on its behalf (hereafter collectively the “The Released and Indemnified Parties”), I hereby agree to forever release, remise, discharge, defend, hold harmless and indemnify The Released and Indemnified Parties as follows:

**1. RELEASE AND INDEMNITY:** For myself and on behalf of my spouse, if any, my children and descendants, and all persons who may claim damages if I am injured or die, and their respective successors and assigns, (hereafter collectively, the “Releasing Parties”), I hereby release, discharge, and agree to defend, hold harmless, and to indemnify, The Released and Indemnified Parties from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses, whether known or unknown (including but not limited to all direct, special, incidental, exemplary, punitive, and consequential damages, losses of any kind and attorneys’ fees), and however caused, including without limitation by, reckless, negligent or grossly negligent conduct (hereafter collectively, “Claims”) of any and all of the Releasing Parties that arise on, are based upon or result from, any act, event, occurrence or omission on Golf Shots, LLC’s place of business at \_\_\_\_\_, Hot Springs, Arkansas (the “Premises” and the “Facility”), which result from, or are claimed to result from, directly or indirectly, from the undersigned’s use of the Facility, including any act, event, occurrence or omission on the Premises by the undersigned or by the Releasing Parties. The undersigned and the Releasing Parties agree not to initiate or prosecute (or aid any other party in prosecuting) or continue to assert or maintain any claim of any kind whatsoever against any of The Released and Indemnified Parties in any court or otherwise with respect to the matters released or waived hereunder, including but

not limited to any claim under any common law, whether in law or equity, or federal, state or local statute, ordinance or rule of law.

**2. ACKNOWLEDGEMENT OF RISKS:** I acknowledge that by its very nature, golfing (including indoor golf), and related activities (the “Activities”) at the Premises, present, carry and involve a serious risk of physical injury to both active participants and spectators. I acknowledge that the Activities are inherently dangerous and hazardous and acknowledge that by participating in, observing, or allowing minors to participate in or observe the Activities, I am, on behalf of myself and on behalf of each of the Releasing Parties, expressly assuming all risks associated with the Activities and expressly contracting not to sue for any injury or property damage sustained as a result of such participation in or observation of the Activities. I understand that golfing and related activities may result in injuries ranging from minor injuries (bruises, blisters, and the like), to more serious injuries or even death, and in property damage, including but not limited to, damage to golf clubs and golfing accessories, and damage to property inside and outside the Premises, including but not limited to, golf clubs, other golfing accessories, and vehicles, from things such as loss, theft, misuse, broken glass and golf balls. I acknowledge that golfing and related activities at the Premises subjects myself and any other participants, including but not limited to the Releasing Parties to the risk of serious bodily injury and property damage. I understand that no matter how careful the Releasing Parties may be during golfing and related activities, and that no matter how much Golf Shots, LLC , its managers, members, employees, agents, contractors and all other persons who act on its behalf attempt to reduce the risks, the risk of serious injury (including death) and property damage is not eliminated, and remains foreseeable.

**3. ASSUMPTION OF RISK AND LOSS:** I acknowledge that all activities at the Premises, including the activities of The Released and Indemnified Parties, the activities of the Releasing Parties, and the activities of third parties are potentially and inherently dangerous and I knowingly and freely assume all known and unknown risks on behalf of myself and the other releasing parties, including without limitation all risks of injury, damage, death, and property loss or damage. My participation and the participation of any of the Releasing Parties (including, but not limited to my spouse, child, descendants and others if any) in any activities whatsoever on the Premises is purely voluntary, and I agree on my behalf and for all the Releasing Parties to participate in those activities in spite of the risks of personal injury, death, and loss or damage to property.

**4. REPRESENTATIONS AND WARRANTIES:** I represent to The Released and Indemnified Parties that all of the Releasing Parties participating in any activity on the Premises are physically able to participate in all such activities and have no pre-existing physical or medical condition, that would endanger such participant while participating in the activities on the Premises. I further warrant that while present on the Premises, all the Releasing Parties will conduct themselves in a safe and responsible manner so as not to endanger the lives or property of any persons.

**5. AUTHORITY TO BIND THIRD PARTIES.** I represent to the Released and Indemnified Parties that I have the authority to enter this agreement on behalf of all the Releasing Parties and understand that the Released and Indemnified Parties will rely upon such representation. I further represent and warrant that I have legal and physical custody of all minors who are Releasing Parties by virtue of my signing this Agreement and have legal authority to sign this agreement on their behalf. I further agree to indemnify and hold the Released and Indemnified Parties against any claim made by any third party in which it is alleged that my signing of this Agreement on behalf of any minor was unauthorized or lacking legal authority.

**6. CHOICE OF LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to principles of conflicts of law, and jurisdiction and venue for disputes under this agreement shall be exclusively in the Garland County, Arkansas District Court or the Circuit Court of Garland County, Arkansas.

**7. ATTORNEY'S FEES, COSTS, AND LITIGATION EXPENSES.** I further agree that I am liable to the Released and Indemnified Parties for all attorney's fees, costs and litigation expenses any of them incur to enforce this agreement.

**8. SEVERABILITY:** If any provision of this agreement is determined to be unenforceable the remainder of this agreement shall continue in full legal force and effect.

**9. ENTIRE AGREEMENT:** This agreement represents the entire agreement of the parties with respect to the matters set forth herein and may not be modified except by written agreement by all parties to the agreement.

**10. GOLF SHOTS, LLC'S RULES:** The undersigned and all the Releasing Parties shall follow all Golf Shots, LLC rules of conduct while on the Premises. The

undersigned and all Releasing Parties acknowledge that these rules are intended to protect participants, observers, and other persons and their property.

**11. AUTHORITY TO SIGN FOR AND TO BIND MINORS:** I represent that I am the parent or legal guardian or authorized custodian of all minors who accompany me on the Premises, including but not limited to the persons who are identified below, and that I am authorized to sign this agreement on their behalf and to bind them by my signature. I further agree that if it is determined that I am not the parent or legal guardian or authorized custodian of any such minor, or that I did not have the authority to sign the Agreement on behalf of such Minor, I will nevertheless personally defend and indemnify the Released and Indemnified Parties for and from any claim arising from any such minor's participation in activities at the Premises or observation of activities at the Premises.

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SIGNATURE

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PRINTED NAME

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STREET ADDRESS, CITY, STATE AND ZIP CODE

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NAME OF MINOR

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NAME OF MINOR

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NAME OF MINOR