

## **Participant Waiver and Release of Liability Agreement**

### **Tee'd Off Golf – Kent, Ohio, United States**

By entering Tee'd Off Golf and using its golf simulators, equipment, and indoor facility, I acknowledge, understand, and voluntarily agree to all terms outlined in this Participant Waiver and Release of Liability (“Agreement”). This document affects my legal rights, and I am choosing to proceed freely and without pressure.

#### **1. Assumption of Risk & Release of Liability**

I understand that playing golf, especially in an indoor environment with swinging space, screens, equipment, and other participants carries inherent risks. These risks include, but are not limited to:

Personal injury (from minor injuries to severe injury or death)

Damage to or loss of personal property

Injury caused by my own actions or the actions of others

I also understand that unsafe, careless, or reckless behavior can cause damage to others, the facility, simulator hardware, and related equipment.

Because of these risks, I agree to the following:

##### **a. Release of Claims**

I release and hold harmless Tee'd Off Golf, its owners, employees, managers, agents, volunteers, and contractors (collectively, “Releasees”) from any and all claims, demands, causes of action, damages, losses, liabilities, or attorney fees arising out of my presence in or use of the facility. This includes claims resulting from the negligence of any Releasee.

##### **b. Confirmation of Physical Ability**

I certify that I am physically capable of safely participating in simulator-based golf activities and have not been advised by a health professional to refrain from such activities.

##### **c. Personal Financial Responsibility**

I agree that all medical expenses, emergency services, or personal property losses I may incur during my time at Tee'd Off Golf are solely my responsibility.

**d. Responsibility for Facility or Equipment Damage**

I accept full financial responsibility for any damage I cause—whether through improper use, careless actions, or intentional behavior—to the building, screens, sensors, mats, computers, furnishings, balls, clubs, or any related equipment.

**e. Binding Effect**

This Agreement extends to my estate, representatives, heirs, executors, administrators, successors, and assigns. Any party acting on my behalf is bound by these terms.

**2. General Legal Terms**

**a. Governing Law & Jurisdiction**

This Agreement is governed exclusively by the laws of the State of Ohio. Any claim, dispute, or legal proceeding relating to this Agreement shall be brought only in a court located in or nearest to Portage County, Ohio, and I consent to that jurisdiction.

**b. Entire Agreement (Merger Clause)**

This document represents the complete and entire understanding between myself and Tee'd Off Golf. No verbal statements, prior discussions, or external representations alter the terms of this Agreement.

**c. No Modification Without Written, Signed Approval**

No portion of this Agreement may be waived, altered, modified, or amended unless such change is in writing and signed by the party being held to it.

**d. Severability**

If any part of this Agreement is determined to be invalid or unenforceable, the remaining sections will continue in full force and effect.

**e. Voluntary Participation / No Inducement**

I affirm that I am entering this facility willingly and that no one has induced, or coerced me into signing or accepting this Agreement.

**3. Facility Rules, Safety Policies & Guest Responsibilities**

I understand that Tee'd Off Golf maintains rules designed to protect players, guests, spectators and the equipment. I agree to follow all posted rules, staff instructions, and the full published guidelines. These rules are considered part of this Agreement.

## **Safety & Conduct Requirements**

Shoes and golf clubs must be clean before entering a simulator bay.

During winter months, footwear worn outdoors cannot be used in the hitting area; clean, dry, indoor shoes must be brought.

Food and drinks must remain at designated chairs. No food or beverages are allowed inside the simulator bay or near computers/electronics.

No alcohol, illegal drugs, smoking, or vaping anywhere on the premises.

Limit of 4 golfers per bay. Spectators must remain outside the hitting area.

Children under age 14 must be accompanied by an adult at all times.

Do not swing clubs outside of the simulator area.

Only one person is allowed in the hitting zone at any time; all others must maintain a safe distance and stay alert.

Always check your surroundings before swinging. Be aware of your backswing and follow-through.

All shots must be directed toward the hitting screen.

Practice swings must be taken only on or near the hitting mat.

Watch where others are standing and avoid entering the path of someone's swing.

Report all injuries or accidents immediately.

Guests are financially responsible for damage caused by ignoring rules or staff instructions.

The entire facility is monitored by video surveillance. Tampering with cameras or equipment, or causing damage through disregard of safety procedures, will result in financial liability.

Photography and video may be taken and used for promotional purposes without compensation.

We attempt to allow players to finish their current hole, but if another reservation is scheduled, the simulator will transition promptly at the end of the booked session time.

Failure to follow any rule or policy may result in removal from the premises and loss of remaining simulator time without refund.

#### **4. Acknowledgment of Understanding**

I acknowledge that I have carefully read this Agreement, fully understand its contents, and accept all terms knowingly and voluntarily. I understand that this Agreement affects my legal rights and agree that it is binding upon entering or using any part of the Tee'd Off Golf facility.

#### **5. Parent / Guardian Waiver for Minors**

If signing on behalf of a minor, I certify that I am the minor's parent, legal guardian, or authorized custodian and have full authority to enter this Agreement on their behalf.

##### **I agree to:**

Be bound by all terms of this Agreement

Accept full responsibility for the minor's safety and conduct

Indemnify and hold harmless all Releasees from any claim made by or on behalf of the minor

If it is later determined that I did not have legal authority to sign for the minor, I agree to personally defend, indemnify, and compensate Tee'd Off Golf and all Releasees for any related claims, losses, or liabilities.

#### **6. Electronic Signature & Digital Acceptance**

I acknowledge that this Agreement is valid in electronic form and enforceable as though signed with a physical signature. I waive any right to dispute the enforceability of this document on the basis that it was completed digitally.



By checking this box, I have read and agree to the full terms and conditions of this Participant Waiver and Release of Liability Agreement.

Your Full Name:

Today's Date:

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