

NORTH RANGE GOLF STUDIO LLC

PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT IMPACTS YOUR LEGAL RIGHTS.

By signing this document, you acknowledge the risks associated with indoor golf simulation and recreational activities and agree to waive certain legal rights.

1. ASSUMPTION OF RISK

I, the undersigned participant, understand and acknowledge that participating in indoor golf, simulator usage, practice bays, and related activities at **North Range Golf Studio LLC** (located at 3650 Worrell Avenue, Unit B, Fairbanks, AK) involves inherent risks. These risks include, but are not limited to:

- Being struck by misplaced golf balls, flying club heads, or ricochets.
- Slips, trips, or falls on turf, mats, platform edges, cables, or smooth flooring.
- Physical strain, muscle pulls, or injuries resulting from swinging golf clubs.
- Equipment damage or unexpected equipment malfunctions.

I freely and voluntarily assume all risks, both known and unknown, associated with my participation and presence on the premises, even if arising from the negligence of the Releasees (defined below) or others.

2. FACILITY SAFETY RULES

I agree to strictly follow all posted facility rules and safety guidelines, including:

1. **Bay Boundary:** All spectators and non-swinging participants must stand clearly behind the designated safety line while a golfer is inside the hitting area.
2. **One Swing Area:** Only one person is permitted inside the active hitting bay/mat at any time.
3. **Club Safety:** Practice swings must only be taken inside the designated hitting bay facing the simulator screen.
4. **Footwear:** Proper athletic shoes or spikeless golf shoes are required. Soft spikes, metal spikes, and high heels are strictly prohibited.
5. **Conduct:** Food, liquids, and personal items must remain outside the active swinging zone. North Range Golf Studio LLC reserves the right to terminate any session without refund for unsafe or reckless behavior.

3. RELEASE AND WAIVER OF LIABILITY

In consideration for being permitted to enter and use the facilities, equipment, and services of **North Range Golf Studio LLC**, I, on behalf of myself, my personal representatives, heirs, assigns, and next of kin, hereby **RELEASE, WAIVE, AND FOREVER DISCHARGE** North Range Golf Studio LLC, its owners, managing members, officers, employees, agents, landlords, and property managers (collectively, the "Releasees") from any and all claims, demands, causes of action, damages, or liabilities for personal injury, illness, disability, death, or property damage/loss arising out of or related to my presence on the premises or participation in any studio activity, whether caused by the negligence of the Releasees or otherwise.

4. PROPERTY DAMAGE & INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Releasees from any and all liabilities, costs, or attorney's fees incurred as a result of my intentional, reckless, or negligent destruction/damage to North Range Golf Studio LLC property, including simulator screens, sensors, cameras, enclosure frames, or building fixtures.

5. MEDICAL AUTHORIZATION

I certify that I am physically fit to participate in indoor sports activities. In the event of an emergency, I authorize facility staff to secure emergency medical treatment on my behalf, and I agree to be financially responsible for any costs incurred.

PARTICIPANT ACKNOWLEDGMENT & SIGNATURE

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Full Name (Printed):

Date of Birth:

Phone Number:

Email Address:

Signature:

Date:

FOR PARTICIPANTS UNDER 18 YEARS OF AGE (MINOR CONSENT)

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to their release as provided above, and for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation.

Minor's Full Name:

Parent / Guardian Name (Printed):

Parent / Guardian Signature:

Date: