

---

State of Nebraska

## **ASSUMPTION OF RISK / WAIVER OF LIABILITY**

---

READ THIS AGREEMENT FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS OF THIS AGREEMENT IS A CONDITION OF ACCESS TO ANY THE DRIVE GOLF & LOUNGE, LLC ACTIVITY, VENUE/FACILITY OR EVENT.

THIS AGREEMENT COVERS IMPORTANT LEGAL MATTERS INCLUDING, WITHOUT LIMITATION: (i) ASSUMPTION OF ALL RISKS BY YOU AND FOR ALL PARTICIPANTS IN YOUR GROUP, (ii) CONSENT TO PARTICIPATE, (iii) WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS, and (iv) INDEMNITY BY YOU AND FOR ALL PARTICIPANTS IN YOUR GROUP.

1. **Consideration for Waiving Liability.** In consideration for the opportunity to attend and/or participate in any golf, simulators or exercise related instruction, classes, competitions or Events, and any related activities, use of any equipment, tests, promotional Events, training, exercise, entertainment, demonstrations, instruction, ceremonies and exhibitions (collectively, the “**The Drive Golf & Lounge, LLC**” whether conducted, owned, leased, organized, operated, managed, supported, sanctioned or sponsored by or on behalf of The Drive Golf & Lounge, LLC or any of their respective officers, directors, agents, assistants, contractors, volunteers, staff, representatives, Guest(s) and employees, as well as coaches, instructors, owners, lessors or lessees, The Drive Golf & Lounge, LLC Event sponsors, exhibitors, vendors, spectators, media and medical personnel present at the The Drive Golf & Lounge, LLC Event **The Drive Golf & Lounge, LLC Parties** or with any part of The Drive Golf & Lounge, LLC Event (collectively, the “**Venue**” and together with the The Drive Golf & Lounge, LLC **Released Parties**” and each “**Released Party**”), with or without supervision and whether such activities take place at or near the Venue, traveling to or from the Venue or otherwise, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (sometimes referred to herein as “**Participant**”), for myself, my Guest(s), my heirs, executors, next of kin, successors in interest, guardians, legal representatives, assigns and administrators, agree as follows:

### 2. **Dangerous Activity.**

2.1. **Inherent and Additional Risks.** I agree and acknowledge that participating in a The Drive Golf & Lounge, LLC Event may involve inherent danger and risk, that The Drive Golf & Lounge, LLC Event can be unpredictable, and that such risks and dangers include, without limitation, the danger and risk of (i) PHYSICAL INJURY AND/OR DEATH; (ii) minor injuries, such as scratches, bruises and sprains; (iii) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, concussions, rhabdomyolysis, musculoskeletal injuries, cardiovascular injuries, cardiovascular trauma, heart attack, stroke, and injury to my fetus (if pregnant); (iv) catastrophic injuries, such as brain injury and paralysis; and (v) property damage. I also understand that the use of alcohol and/or drugs may increase or exacerbate these risks and dangers. I understand and agree that neither my actions, nor the actions of any other person, can necessarily be controlled, and that my own and my Guest(s) safety and health cannot be guaranteed while participating in or observing The Drive Golf & Lounge LLC Event and related activities or visiting the Venue. By signing this Agreement, I freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom for myself and my Guest(s). I acknowledge and understand that the description of the risks and dangers listed above is not complete and that participating in The Drive Golf & Lounge, LLC Event involves additional risks and dangers. I understand that there are risks involved in the decision-making and

---

conduct of The Drive Golf & Lounge LLC parties' employees and volunteers involved with the Drive Golf & Lounge LLC Event, including, but not limited to, the risk that a coach, instructor, staff or volunteer may misjudge a participant's abilities, conditioning, or mental, emotional or physical condition, misjudge weather, terrain, facilities, equipment, location, or misjudge some other aspect of the The Drive Golf & Lounge, LLC Event that may make a certain portion of any Drive Golf & Lounge, LLC Event inappropriate for Participant(s).

2.2. Equipment. I agree to inspect before use all equipment offered for use at tThe Drive Golf & Lounge, LLC Event, facility and the Venue, including without limitation, simulator equipment and apparatus or other equipment (the "**Equipment**") and to ask questions of the Drive Golf & Lounge, LLC Event employees and/or instructors if I do not fully understand how to use either the Equipment or the Venue. If I am under the age of 18, my parent or guardian being at least 18 years old and agreeing to this Agreement on my behalf ("**Adult**"), understands that he/she may not be available or present when my Equipment is provided, fitted or adjusted and hereby waives the opportunity to inspect the use and fitting of the Equipment and authorizes the Drive Golf & Lounge LLC Event agents or employees to oversee the use and fitting of the Equipment for the Participant and my guest(s) used for a The Drive Golf & Lounge, LLC Event and agree to identify or return either before use or promptly after discovery for replacement or repair any Equipment that I believe may be damaged or defective in any way. If I am under the age of 18, Adult accepts full responsibility for the care of the Equipment used for a The Drive Golf & Lounge, LLC Event and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged or not returned by Participant and my Guest(s). I understand that additional fees may be required for use of the Venue, Equipment, or other services provided by the Drive Golf & Lounge, LLC Event and that age, height, and ability restrictions may apply to limit participation in the Drive Golf & Lounge, LLC Event and use of some or all of the Venue.

**3. Duties of Participant and Representation as to Physical Condition.** I agree to, or if I, as the Participant, am under the age of 18, Adult agrees to read and, if necessary, explain to me, all posted signs and warnings. I must maintain control at all times while participating in the Drive Golf & Lounge, LLC Event. I am responsible for reading, understanding and complying with all signage, including, without limitation, instructions for the use of the Venue. I acknowledge that I have the physical dexterity and knowledge to safely engage in the Drive Golf & Lounge, LLC Event and use the Venue. I acknowledge that I may be required to wear protective gear appropriate to the Drive Golf & Lounge, LLC Event at certain times while participating in any The Drive Golf & Lounge, LLC Event.

**4. Liability Release and Waiver of Claims.** On behalf of myself and the Releasors and in consideration for being allowed to participate in The Drive Golf & Lounge, LLC Event and/or use of the Venue, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION, DELAY, INCONVENIENCE OR OTHER HARM OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO, ARISING FROM OR SUSTAINED FROM PARTICIPATION IN THE UNDER PAR GOLF, LLC EVENT AND/OR TRAVEL TO OR FROM OR VISIT TO OR USE OF THE VENUE OR ACTIVITIES RELATED THERETO, NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER NEGLIGENT ACT OR OMISSION OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 5 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**

---

**EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

5. **Personal Property.** I am responsible for the security and safety of my own personal property I use, bring to or leave at The Drive Golf & Lounge, LLC. The Released Parties cannot guarantee the security or safety of my property. I understand The Drive Golf & Lounge, LLC is not responsible in the Event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property.

6. **Indemnification.** I SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING ATTORNEYS' FEES, IN LAW OR IN EQUITY, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THE DRIVE GOLF & LOUNGE, LLC EVENT, INCLUDING WITHOUT LIMITATION, MY BREACH OF THIS AGREEMENT OR THE DRIVE GOLF & LOUNGE, LLC EVENT RULES AND POLICIES, ANY INDIVIDUAL I INVITE TO THE DRIVE GOLF & LOUNGE, LLC EVENT OR VENUE OR ANY OTHER THIRD PARTY CLAIM RELATED TO THE DRIVE GOLF & LOUNGE, LLC ACTIVITY OR EVENT.

7. **Promise not to Bring Suit.** I hereby agree and covenant not to, and shall cause the Releasors not to, bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, for any loss or damage arising or resulting from my participation in The Drive Golf & Lounge, LLC Event or my travel to or from or presence at the Venue, and forever release and discharge the Released Parties or any of them from liability under such claims.

8. **Guest(s).** I assume all risk of damage or injury to any individuals that I invite as Guest(s) at The Drive Golf & Lounge, LLC Event or Venue, whether I am present or not, and hereby agree to fully indemnify the Released Parties against any claims for damages or injury suffered by my invited Guest(s).

9. **Acknowledgment.** If Participant is under 18 years of age, Adult acknowledges that they are not only signing this Agreement on Adult's own behalf, but that Adult is also signing this Agreement on behalf of Participant and Participant's Guest(s) and that Participant and their Guest(s) are bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of Participant, Adult understands that they are also waiving rights on behalf of Participant that Participant otherwise may have. Adult agrees that Participant would not be permitted to participate in The Drive Golf & Lounge, LLC Event. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that they are at least 18 years of age. Adult represents that they are a legal parent or guardian of Participant.

10. **Nebraska Law, Jurisdiction** This Agreement shall be governed by and construed under the laws of the State of Nebraska, U.S.A., notwithstanding its conflict of law provisions. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be exclusively brought in the County of Phelps, State of Nebraska. The parties will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding brought in the State of Nebraska. This Agreement fully, completely, and exclusively sets forth my agreement with the Released Parties on the matters set forth herein and may only be amended in a writing executed by both The Drive Golf & Lounge, LLC and myself.

---

I UNDERSTAND THAT THE TERMS OF THIS ASSUMPTION OF RISK / WAIVER OF LIABILITY / PUBLICITY RELEASE MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER NEBRASKA LAW.

11. **Severability.** In the Event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

