



ALLGolf4Girls

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. In this release of Liability, Waiver of Claims, Assumption of Risk & Indemnity Agreement (this “**Agreement**”), the term “**Golf**” means and includes use of all facilities, including, without limitation, fairways, greens, driving range, fields, parking lots as well as golf equipment and all other related activities, including involvement as a player, spectator, or visitor at group events, clinics, lessons or classes. The term “**ALLGolf4Girls entities**” means and includes The American Ladies Leading Golf 4 Girls and its instructors. The person who is participating in **ALLGolf4Girls** clinics, lessons or classes are referred to as “**Participant.**”
2. I am the Participant or, if the Participant is under the age of 18, I am the Participant’s parent or legal guardian. **BY SIGNING ON THE BEHALF OF A MINOR, I HEREBY (A) REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT’S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT, AND (B) ACKNOWLEDGE THAT PARTICIPANT IS BOUND BY ALL TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN GOLF UNLESS I AGREE TO THE TERMS OF THIS AGREEMENT.**
3. Participant understands that Golf can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY.** Participant understands the dangers and risks of Golf, including but not limited to accidents such as slips and falls; being hit by stray golf balls or golf clubs; encounters with domestic or wild animals; and failure to act safely or within one’s own ability or to stay within designated areas.

Participant understands that the description of the risks in the Agreement is NOT complete, and Participant voluntarily chooses to participate in and expressly assumes ALL risks and dangers of Golf, whether described here or not, known or unknown, inherent or otherwise.

Participant understands and agrees that this Agreement shall fully apply to each and every time that Participant participates in Golf on a partner golf course or practice facility by any of the ALLGolf4Girls entities during the 2024 calendar year.

4. Additionally, in consideration for allowing the Participant to participate in Golf, Participant agrees, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE ANY OF THE ALLGOLF4GIRLS PARTIES FOR ANY INJURY,**

INCLUDING PHYSICAL OR MENTAL INJURY, LOSS PROPERTY DAMAGE OR EXPENSE, WHICH PARTICIPANT MAY SUFFER ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN GOLF, INCLUDING BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHER DUTY OF CARE BY ANY OF THE ALLGOLF4GIRLS PARTIES. PARTICIPANT UNDERSTANDS THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY OF THE ALLGOLF4GIRLS PARTIES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF GOLF.

- 5. IN THE EVENT A CLAIM IS ASSERTED BY PARTICIPANT OR ON PARTICIPANT'S BEHALF THAT IS WAIVED AND/OR RELEASED BY THE TERMS OF THIS AGREEMENT, PARTICIPANT AGREES TO PAY ALL COST, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY OR ALL OF THE ALLGOLF4GIRLS PARTIES IN DEFENDING THE INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF.**
6. Participant grants ALLGolf4Girls the right of publicity to own and use any image collected of Participant while participating in Golf and to use Participant's name, photographic images and video images for any media related use by any of the ALLGolf4Girls Entities, such as posting on their websites and through social media.
7. Participant represents that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. Participant authorized a licensed physician or other medical care provider to carry out any emergency medical care for Participant that may be necessary and agrees to be fully responsible for any cost associated with such care or transport to such care.
8. Participant agrees that any and all claims for loss, injury arising from Participant's participation in Golf shall be governed by the law of the State of New Mexico and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the State of New Mexico.
9. Participant understands that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on Participant and Participant's assignees, subrogors, distributors, heirs, next of kin executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be enforceable contract between the parties. It is Participant's intent that this Agreement shall be binding upon Participant's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

PARTICIPANT'S SIGNATURE AND DATE

Printed Name: _____

Dated: _____

Signature: _____

Date of Birth: _____

SIGNATURE OF PARENT/LEGAL GUARDIAN IF PARTICIPANT IS UNDER AGE 18

Printed Name: _____

Dated: _____

Signature: _____