



RELEASE AND WAIVER OF LIABILITY

Participant hereby acknowledges and agrees that he or she has elected to participate in a physical or other activity or event (the **TB1Fund Putts for Patients**) which Event may be sponsored or promoted by one or more of the Released Parties (defined below). Participant hereby assumes all risks of participation in the Event wherever the Event is conducted (whether on premises owned or controlled by a Released Party or otherwise), including by way of example and not of limitation, any risks that may arise from (i) negligence or carelessness on the part of such party or any of the Released Parties, or (ii) dangerous or defective property owned, maintained or controlled by any of the Released Parties. Participant recognizes the risks inherent in participating in the Event, including the potential for serious injury and/or death, and is further deemed to recognize that under no circumstance, including in the event of any emergency, will such party be entitled to health or other support of any nature while participating in the Event. However, if any assistance is provided to the Participant, the Participant is deemed to approve of same.

Participant, and Guardian, if applicable, further agree, on behalf of his or herself and his or her executors, administrators, heirs, next of kin, successors and assigns:

- (A) **TO FOREVER WAIVE, RELEASE AND DISCHARGE** the Released Parties from all liability including, but not limited to, liability arising from the negligence or fault of the Released Parties, for Participant's (or Guardian's, if applicable) death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to them with respect to the Event; and
- (B) **TO INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all liabilities or claims made as a result of or in connection, in any manner, with the Event, including, without limitation, such party's participation in the Event, whether caused by the negligence of any of the Released Parties or otherwise, and **TO PROMISE, COVENANT AND AGREE NOT TO SUE** any of the Released Parties.

As used herein, the "**Released Parties**" means the following entities or persons: Scheels All Sports, Inc., and any parent, subsidiary or affiliate thereof ("**Scheels**"), as well as any licensee, distributor, supplier or advertising and/or promotion agency or promoter of Scheels or of the Event, the **TB1Fund Putts for Patients**, and any director, officer, shareholder, employee, volunteer, representative, agent or contractor of any of the foregoing, and any party or entity under the direction or control of any of the foregoing.

The terms of this release and waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and if any portion is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant, and Guardian, if applicable, also hereby grants to the Released Parties without charge the right to photograph, film, videotape or otherwise record their image, voice, sounds, likeness, appearance, actions, name and statements, including, without limitation, any endorsements in connection with the Event, and further agree that the Released Parties shall own all copyright and other rights to the above described materials and that Released Parties may use such materials in any manner and in perpetuity.

Signature of Participant: _____
 Printed Name of Participant: _____
 Age: _____
 Date: _____

Signature of Guardian: _____
 Printed Name of Guardian: _____
 Date: _____