



## **Elevate Golf Terms and Conditions**

### **1. Waiver and Release:**

*By entering or using Elevate Golf, you voluntarily assume all risks associated with the use of the facility, including but not limited to injury, illness, damage, or loss. You release and hold harmless Elevate Golf LLC, its owners, staff, and affiliates from any and all claims, demands, or causes of action, whether known or unknown, arising out of your use of the premises and equipment.*

### **2. Membership and Access**

- Membership grants access to Elevate Golf simulators during operating hours.
- Access cards or codes are non-transferable and must not be shared.
- Guests require prior written approval and may incur fees.
- Members without valid credentials will be denied entry.

### **3. Facility Use and Safety**

- Use the facility at your own risk; Elevate Golf is semi-private and generally unstaffed.
- No supervision or emergency personnel are on-site; members are responsible for their own safety and guests'.
- Follow all posted rules and instructions.
- Proper golf etiquette and simulator use always required.
- Reckless or dangerous behavior (e.g., swinging clubs outside designated areas, horseplay) is prohibited and may lead to immediate termination of access without refund.
- *Minors:* Children under the age of 16 must be supervised by a legal guardian. Guardians accept full responsibility for any injuries or damages caused by or to minors under their supervision.

### **4. Alcohol, Smoking, Conduct & Shared Space Policy**

Elevate Golf is a shared community space. We ask all members and guests to treat others with courtesy, respect, and good sportsmanship at-all-times. Disruptive behavior, excessive noise, harassment, or interference with another person's play will not be tolerated. Repeated violations may result in suspension or permanent termination of access.

Help us maintain a welcoming and enjoyable environment for everyone.



- BYOB alcohol consumption allowed only for guests 21+ and in moderation. Intoxicated or disruptive behavior is grounds for banning.
- Smoking, vaping, or open flames are strictly prohibited anywhere on premises.
- Offensive language, horseplay, or disruptive conduct will not be tolerated.

## **5. Bookings and Cancellations**

- Simulator sessions must be booked in advance online or at the facility.
- Cancellations or rescheduling require at least 24 hours' notice to avoid fees.
- No-shows or late cancellations may be charged in full.

## **6. Payments and Fees**

- Fees are due as specified in membership or service agreements.
- Payment methods include credit/debit cards or EFT.
- Non-payment may result in suspension or cancellation of membership.
- Returned or declined payments may incur service fees.

## **6. Liability and Assumption of Risk**

- Using simulators carries risks, including injury or equipment damage.
- By using the facility, members assume all risks and release Elevate Golf and affiliates from liability for injury, loss, or damage.
- Members agree to indemnify Elevate Golf for claims arising from their actions.
- *No Warranties*: Elevate Golf provides access to its facilities and simulators “as is” without any warranties, express or implied. We do not guarantee simulator availability, accuracy, or uninterrupted service.
- *Dispute Resolution*: any disputes or claims arising out of or related to your use of Elevate Golf shall be resolved through binding arbitration in Camden County, NJ, in accordance with the rules of the American Arbitration Association. You waive your right to a jury trial.

## **7. Cleanliness and Damage**

- Users must keep the facility clean—dispose of trash, return equipment properly, and wipe down simulators if needed.
- Members are financially responsible for damage caused by themselves or guests.

## **8. Security and Privacy**

- Facility is under 24/7 video surveillance for safety and security.



- Footage may be used for investigations, insurance, or legal purposes.
- Media Consent:
- By entering the facility, you consent to the use of your image or likeness in photographs or video taken on-site for promotional or security purposes. Notify us in writing if you wish to opt out.
- Payment and personal data will be securely stored following privacy laws.

## **9. Guest Responsibility**

- Members are responsible for the conduct and safety of their guests.
- All guests must be disclosed during booking.
- Unregistered guests may cause access loss or fees.

## **10. Emergencies**

- No staff on-site for emergencies. Call 911 immediately in case of injury, fire, or medical emergency.
- Report all emergencies to [info@elevate-golf.co](mailto:info@elevate-golf.co) within 24 hours.

## **11. Termination and Access Revocation**

- Elevate Golf may deny entry, terminate sessions, revoke memberships, or ban individuals for violations of rules or unsafe behavior, with or without refund.
- Members may terminate agreements with written notice as outlined in their membership contract.

## **12. Amendments**

- Elevate Golf reserves the right to update or modify these Terms and Conditions at any time. Continued use of the facility constitutes acceptance of the revised terms.

## **13. Acknowledgement**

By using the Facility, you acknowledge that you have read, understood, and agree to these Terms and Conditions, and accept full responsibility for your actions and those of your guests.

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For questions, concerns, or to report incidents:

Email: [info@elevate-golf.co](mailto:info@elevate-golf.co)