Golf Simulator

Waiver and Release of Liability

1. Waiver and Release of Liability: My participation in the use of the building, golf simulators, and related equipment is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). It is also reasonably foreseeable that my careless or reckless use of the building, golf simulators, and related equipment will result in damage thereto.
2. Accordingly, I agree to the following:
   a. I hereby release and hold harmless Super Events, its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.
   b. I recognize the physical exertion involved in the use of the building, golf simulators, and related equipment, and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.
   As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in activities at One Eyed Jacks Indoor Golf.
   c. I will be personally liable for any and all damage to the building, simulators, and related equipment caused by my careless, reckless or intentional actions.
   d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.
3. General Provisions:
   a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Kentucky without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts located in Madison County, Kentucky, or in the Federal District Court for the Eastern District of Kentucky, and that for such purposes, I expressly submit to the jurisdiction of such courts.
   b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
   c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect. I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.
4. VENUE SAFETY RULES AND REGULATIONS:
   I agree to follow procedures and safety rules described in the Rules and Regulations which are intended to protect the players, spectators and other guests.
   Rules and Regulations:
   a. Please ensure you have CLEAN SHOES and CLEAN CLUBS.
   b. During winter months, no shoes worn outside are allowed in the hitting area. Please bring a clean pair of dry shoes.
   c. Use the balls and tees provided to you at check in and return after your session is complete
      i. You will be charged a fee of $3.50 for each unreturned golf ball.
   d. Keep food and drinks at the provided tables. NO FOOD OR DRINK INSIDE SIMULATOR or near the computer at any time!
   e. No drugs permitted on the premises
   f. No smoking or vaping
   g. No more than 4 golfers per bay
   h. Be respectful of other guests
   i. No children under the age of 13 without supervision from a non-golfing adult
   j. Players are responsible for the equipment inside the simulator. No swinging clubs outside of the simulators for safety reasons.
   k. Only one person should be present in the hitting area at a time. Everyone MUST keep a safe distance, and keep watch of the person golfing.
   l. Before you swing any club, check your surroundings to ensure no one or obstacle is within your range of swing.
   m. Be aware of your backswing and follow-through at all times.
   n. Your shot must be directed towards the hitting screen.
   o. Swinging should always take place near the hitting area of the mat.
   p. Be alert of where you stand or walk and stay out of someone's range of swing.
   q. Report any accidents immediately.
   r. Customers are financially responsible for any damage caused by failure to follow the directions of the Rules and Regulations.
   s. Customers acknowledge One Eyed Jacks Indoor Golf is under video surveillance. Tampering with a camera system or damaging equipment by not following procedures in the guidelines will result in financial compensation being paid to One Eyed Jacks Indoor Golf.
   t. Customers acknowledge that photography and/or video may be recorded and used for promotional purposes without compensation.
   u. We would love for you to be able to finish your "last hole", but if another group is booked after you, we will transition the simulator to the next group promptly at the end of your booking time.
   v. Failure to abide by any of the above procedures may result in the cancellation of the remainder of your paid simulator time without compensation.

I HAVE READ THIS RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ENTERING THIS FACILITY AND DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name	Signature	Date	Staff Member Name	Tee Time	Duration

PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MINOR: I represent that I am duly qualified as the parent or legal guardian or authorized custodian the above listed persons (hereafter the "Minor") and that I have the authority to execute this Agreement on behalf of the Minor. I further agree to be legally bound by the provisions of this Agreement and to indemnify and hold harmless The Released And Indemnified Parties for any claims that the Minor may now have or may arise in the future during the Claim Period against any of The Released and Indemnified Parties arising on the Premises. I further agree that if it is determined that I am not the parent or legal guardian or legal custodian of the Minor, or that I did not have the authority to sign the Agreement on behalf of such Minor, I will nevertheless personally defend and indemnify The Released And Indemnified Parties for and from any Claim arising from Minor's participation in activities at the Premises.

Printed Name	Signature	Date	Staff Member Name