



**WAIVER AND RELEASE OF LIABILITY
CONSENT, ASSUMPTION OF RISK, RELEASE OF
CLAIMS AND COVENANT NOT TO SUE AND
MARKETING APPROVAL**

I, the undersigned party, in consideration of SwingTec Golf LLC ("SwingTec") granting me access to its indoor golf facility located at 145 Piermont Road, Tenafly, NJ 07670 (the "Facilities"), hereby agree as follows:

- (1) To observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by SwingTec, its employees, representatives and/or agents;
- (2) To allow SwingTec to use any audio recordings, video and/or still images acquired of me, my guests or my family during my visits for marketing and promotional purposes on all media types including, but not limited to social media, video media and print media platforms.
- (3) To assume the risk of harm, injury or death to myself or my guests including my family members which may arise out of my (our) participation in the activities of indoor simulated golf, associated instruction and any other activities at the Facilities;
- (4) To the extent permitted by law, to release and discharge SwingTec, its employees, representatives and agents from liability for any and all claims and causes of action, whatsoever of any kind or nature, which I or my guests may have as a result of any harm or injury to ourselves arising from my (our) participation in the activity of indoor simulated golf at the Facilities;
- (5) To the extent permitted by law, to not institute or prosecute any actions or suits at law or in equity, nor aid any institution or prosecution of any claim, demand, action or cause of action against SwingTec, its employees, representatives and/or agents for any personal injury, property damage, costs or attorneys' fees sustained or that might be sustained by myself or my guests which are related to, resulting from or connected in any manner with the aforesaid use of the Facilities;
- (6) That this Waiver and Release of Liability may be pleaded as a complete defense to any action or proceeding that may be brought or instituted by me or my guests or by our respective heirs or legal representatives;
- (7) To the extent permitted by law, to indemnify and save and hold harmless SwingTec, its employees, representatives and agents and each of them from any loss, liability, damage, or cost, including reasonable attorney's fees, which arises as a result of our breach of this Waiver and Release of Liability; and
- (8) To pay for all damages to the Facilities caused by any negligent, reckless, or willful actions by me or my guests.

The invalidity or unenforceability of any provision of this Waiver and Release of Liability, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Waiver and Release of Liability or of any other applications of such provision, as the case may be, such invalid or unenforceable provision shall be deemed not to be a part of this Waiver and Release of Liability. Any legal or equitable claim that may arise from my (our) activities at the Facilities shall be resolved under the laws of the State of New Jersey.

IF FURTHER ACKNOWLEDGE THAT:

I AM FULLY AWARE OF THE RISKS ASSOCIATED WITH INDOOR SIMULATED GOLF AND ANY ASSOCIATED ACTIVITIES, PARTICULARLY AS THEY EXIST IN THE CONFINES OF AN ENCLOSED INDOOR AREA INCLUDING POSSIBLE DANGEROUS CONDUCT OF OTHER GUESTS, MEMBERS OR PARTICIPANTS AT THE FACILITIES. I HAVE CAREFULLY READ THIS AGREEMENT, AGREE TO ACCEPT ANY AND ALL INHERENT RISKS OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH AND SIGN IT VOLUNTARILY.

I AGREE THAT THIS WAIVER AND RELEASE OF LIABILITY IS IRREVOCABLE AND EFFECTIVE AS OF THE DATE SET FORTH BELOW AND FOR ALL TIMES THAT I USE THE FACILITIES HEREAFTER.

Print First and Last Name

Date

Signature