



PARTICIPANT WAIVER AND RELEASE OF LIABILITY AND MEMBERSHIP GUIDELINES

In consideration of the opportunity to use the Canteen Golf & Billiards, Inc. building, golf simulators, pool tables, vending equipment, and related equipment and components, I hereby agree to the following:

Waiver and Release of Liability (Agreement):

1. Waiver and Release of Liability: My participation use of the building, golf simulators, pool tables, 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, pool tables, and related equipment will result in damage thereto. Accordingly, I agree to the following:

a. I hereby release and hold harmless Company, 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, pool tables, 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.

c. 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 Canteen Golf & Billiards, Inc.

d. 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.

e. 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.

2. General Provisions:

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan 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 Roscommon County, Michigan, or in the Federal District Court for the Eastern District of Michigan, 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.

3. VENUE SAFETY RULES AND REGULATIONS: I agree to follow procedures and safety rules described in the Rules and Regulations (available on the Canteen Golf & Billiards, Inc. website), which are intended to protect the players, spectators and other guests.

a. Rules and Regulations:

- Please ensure you have CLEAN SHOES and CLEAN CLUBS when using the golf simulators.
- During winter months, no shoes worn outside are allowed in the hitting area. Please bring a clean pair of dry shoes.
- Use the balls and tees provided to you at each bay. You may use your own balls, or donate balls, so long as they don't have corporate logos, markings, or marker on them that could leave marks on the screen. If a ball cracks, please throw it out. Additional balls can be requested at the front desk.
- Keep food and drinks at the provided tables. Food and drink are not allowed on the golf greens, on the golf computer tables, or on the pool tables at any time.
- No drugs permitted on the premises
- No smoking or vaping
- No more than 4 participants per golf bay or pool table
- Be respectful of other guests
- No children under the age of 13 without supervision from a non-golfing adult
- Players are responsible for the equipment inside the golf simulator. No swinging clubs outside of the simulators for safety reasons.
- 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. Parents are responsible for keeping their children safe.
- Before you swing any club, check your surroundings to ensure no one or obstacle is within your range of swing.
- Be aware of your backswing and follow-through at all times. Practice swings should be taken IN FRONT of the ball, never behind the ball. Right-handed golfers should hit the ball placed on the right half of the hitting green, and left-handed golfers should hit the ball placed on the left side of the hitting green. Do not hit our computers or golf bay structures with your clubs as your club may break, or you may be held responsible for damage to our equipment.
- Your shot must be directed towards the hitting screen.
- Swinging should always take place near the hitting area of the mat.
- Be alert of where you stand or walk and stay out of someone's range of swing.
- Report any accidents immediately.
- Customers are financially responsible for any damage caused by failure to follow the directions of the Rules and Regulations.
- Customers acknowledge Canteen Golf & Billiards, Inc. 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 Tee Box Indoor Golf.
- Customers acknowledge that photography and/or video may be recorded and used for promotional purposes without compensation.
- 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.

- Failure to abide by any of the above procedures may result in the cancellation of the remainder of your paid simulator time without compensation.

b. 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.

Booking Policies:

1. To book online please click through from our website on the Book Now buttons, which will then redirect to use <https://portal.Trackmangolf.com/>
2. Customers can pre-book simulators and times online up to 90 days in advance.
3. Customers can book up to but no more than 2 simulators and 2 times in one day.
4. Cancellations of bookings must be made online via the central booking system or at reception at least 24 hours in advance. Failure to cancel within 24 hours will result in the loss of any booking fees paid.
6. The management reserves the right to revoke any booking or refuse entry.

Additional Rules & Guidelines of Canteen Golf & Billiards:

1. Any specific dress code and conduct introduced by the venue must be followed.
2. Children under the age of 13 must be accompanied by an adult.
3. Extra care must be taken when swinging golf clubs to safeguard injury, specifically:
 - *Practice swinging within the bay on the golf mat only
 - *One person within a bay at any one time
 - *Be mindful of structural posts, bay dividers, and top tracer screens within the bay.
4. Removing golf balls, tees, radar systems, pool cues, and supplies, or billiard balls, is strictly prohibited. Anyone caught will be prosecuted and any credit removed/lost.
5. Customer will be responsible and liable for any reckless damages caused to the premises.
6. The management reserves the right to govern the use of all facilities as deemed necessary.
7. Management reserves the right to ask customers who are not following the rules to leave and will be escorted off the premises if they are not following the outlined rules.

Membership Options & Benefits

1. Memberships for 24/7 access to golf and billiards are sold at a set rate determined by the company. These membership terms are for a 12-month period and cannot be terminated early.
2. Membership status begins the day of activation and runs for 365 consecutive days.

3. Membership dues are billed on the same day each month correlating with the day of the month that membership activation occurred.
4. Members are provided access to the facility using a pin code provided to unlock the front door of the facility 15 minutes prior to their reservation, as well as a pin code to unlock a golf bay for use.
5. Alpha, Bravo, and Delta members can bring one guest for free, and two additional guests at \$10 each. Zulu and Echo members can bring three guests for free. There is absolutely no PIN code sharing and no access provided to the facility without the member being present. At no time can there be more than three guests present with a member.
6. **Members are 100% responsible for the actions and engagement of activities by their guests.** Members must ensure their guests have access to the WAIVER OF RELEASE AND LIABILITY document, provided on our website, and available at our front desk and at all golf bays in hard copy. If a member's guest DOES NOT AGREE TO THE TERMS OF THE WAIVER OF RELEASE AND LIABILITY document, they are not allowed in the building.
6. Members using the billiards tables can use the tables with overhead predator light systems only. Members who have been trained on how to use the IQ Reality system may use it.
7. Members are responsible for cleaning up after themselves using the cleaning cart. This includes wiping down tables and chairs, discarding of all trash, and ensuring all equipment is kept in working order.
8. Members and guests may not smoke or vape while using the facility.
9. Members and guests may bring their own non-alcoholic drinks and snacks to consume while using the facility when closed to the public. There is to be no alcohol consumption during non-public hours, except for members-only nights when employees are present for alcohol service.
10. Members who are Alpha or Delta members can book simulator use for up to a three-hour period, 72 hours in advance. Once a booked session is completed, another session can be booked within the next 72-hour window. Members who are Bravo or Echo members can book up to two three-hour sessions, 120-hours (5 days) in advance. Members at the premium-tier membership level can book up to two three-hour sessions, 240-hours (10 days) in advance.
11. Public hours are subject to change at any time but are set as follows: Monday through Saturday, 6 pm to Midnight, and Sunday, 12 pm to 8 pm between the second Monday of October and Father's Day; and Thursday through Saturday from 6 pm to Midnight between the Monday after Father's Day until the Sunday before the second Monday of October. Members will also have access to the facility during holidays when and if the facility is closed to the public.
12. The company reserves the right to book private parties and events during non-public hours. When scheduled, 24/7 access will be limited to accommodate these bookings. During these parties, members may NOT bring in outside food or drink, and they can find out these dates and time son our Facebook group page.
13. The BILLIARDS-ONLY membership allows 24/7 access, with exception to public hours on Friday and Saturday nights, typically 6 pm to Midnight, and whenever leagues or tournaments are hosted. All other member benefits as outlined above apply, including booking out 72 hours, having one standing reservation, and bringing one free guest and up to two additional guests at \$5 each.
14. Members may not start a booking during public hours at 6:30 pm Monday thru Saturday or at 12:30 pm on Sunday. This creates an unbookable half-hour slot that cannot be sold to the public. Members will be asked to move their booking to the top of the hour. If the member cannot be reached, we reserve the right to move that booking to a time that best fits the business needs of the company. If a member wishes to book at 6:30 pm or 12:30 pm, they can book the additional half-hour at the public rate.

15. To reduce membership booking and cancellation abuse, the following fee schedule will be enforced starting Tuesday, April 1st. Members who cancel any non-public hours with less than 6-hours' notice will be fined \$2 per hour. Any member who cancels any public hours with less than 6-hours' notice will be fined \$5 per hour. Any member who books during public hours and ends their booking with more than 60-minutes remaining on their time will be fined \$5 per hour. Any member who is a no-call/no-show during non-public hours will be fined \$3 per hour. Any member who is a no-call/no-show during public hours will be fined \$15 per hour. Any member who leaves their bay/table in disarray or uncleaned will be fined \$5. All fines generated will go to golf bay screen and green maintenance or pool table felt replacement. All fines will be generated via the GoTab system and sent via email and text link to be paid. Failure to pay fees will result in suspension of membership privileges.

16. Members are asked to refrain from booking during public hours on Friday or Saturday nights unless they fully intend to bring guests who will generate a food or drink tab to cover operating expenses. While membership fees cover operating expenses, they do not cover labor costs. There are 168 available hours for booking in the week – please give consideration to the business and employees during the 12 hours we are open to the public on Friday and Saturday nights. If we are unable to generate enough revenue during these nights due to membership bookings, we may eliminate membership bookings on these nights and replace them with non-public hours on another day of the week.

17. All members and guests must open a tab BEFORE engaging in an activity during public hours. This is a requirement and not optional. All guests and members who leave the facility with an open tab will have an auto-gratuity of 10% added to their bills. If you wish to opt out of the auto-gratuity, you must close your tab before leaving the building.

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.

I HEREBY ACKNOWLEDGE (1) THAT THIS DOCUMENT IS VALID AND MAY BE ENFORCED IN THE SAME MANNER AS A HAND-SIGNED DOCUMENT THAT EXISTS IN PHYSICAL FORM. I ALSO EXPRESSLY ACKNOWLEDGE THE VALIDITY OF THIS DOCUMENT. I FURTHER AGREE THAT I HAVE KNOWINGLY AND EXPLICITLY WAIVED ANY RIGHT TO CLAIM THIS DOCUMENT IS INVALID OR IS UNENFORCEABLE BASED ON THE FACT THAT I HAVE NOT PUT PEN TO PAPER.