

Tee Time 2, LLC Contract

James R. McCoy (843) 421-8221 • TeeTime2MB@gmail.com • TeeTime2.com



By indicating that you accept this Terms and Waiver & Release of Liability (the “Agreement”), you agree to be bound by its terms and conditions. These offerings include golf simulator bay rental and/or events, and for the purposes of this Agreement, all such offerings are called the “Services”.

This Agreement constitutes a legally-binding contract between you and Tee Time 2, LLC. **Please read those Sections, and this entire Agreement, carefully.** You acknowledge that you have read this Agreement and understand that it contains a RELEASE OF LIABILITY in favor of Tee Time 2, LLC, its officers, directors, owners, investors, managers, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, related operating companies, insurance carriers, suppliers, successors, and assigns (collectively herein, the “Company” or “Tee Time 2”). This Agreement applies to today and each time you (1) participate with the company’s equipment or, 2) use the Services in the future.

Assumption of Risk

- You understand that your use of Tee Time 2’s equipment, and/or the Services will be undertaken at your sole risk. You agree that you are voluntarily participating in activities and using the Tee Time 2’s equipment, and/or Services and you ASSUME ALL RISK of injury, illness, damage or loss to yourself (including without limitation serious injury, severe illness, illness related to pandemic or epidemic (such as COVID-19), or death) or your property that might result from such participation and/or use (including without limitation) any loss or theft of any personal property.
- You represent that you are physically capable of participating in exercise and other activities and services provided by Tee Time 2 You understand that no exercise/activity program should be undertaken without the consent of a medical doctor and you are responsible for obtaining such consent.
- You understand and appreciate that physical exercise and activities (including, without limitation, golf) can be inherently strenuous, dangerous, and subject to great risk of injury, including, but not limited to, serious injury, severe illness, or death, and You expressly assume the responsibility for such inherent risk.
- You recognize that golf simulators are instructional in nature.

Express Waiver and Release of Liability (Including for Company Negligence)

- In consideration for being allowed to participate in activities there, and/or use the Services, you agree that, with the exception of any matters in which liability cannot be excluded under applicable law, Tee Time 2 will not be liable for any claims, demands, injuries, loss, liability, damages, costs, expenses, actions, or causes of actions whatsoever in respect of yourself or your property (including, without limitation, lost or damaged personal possessions), arising out of or connected with the use of any of the facilities, equipment, premises, and/or Service. YOU HEREBY EXPRESSLY RELEASE AND DISCHARGE AND COVENANT NOT TO SUE Tee Time 2, its officers, directors, owners, investors, managers, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, insurance carriers, suppliers, successors, and assigns from any and all such claims, demands, injuries, loss, liability, damages, costs, expenses, actions, or cause of action, notwithstanding the actions, omissions, or any negligence on the part of one or more of these parties.
- In particular and by way of example, you agree that, to the extent permitted by applicable law, Tee Time 2 will not be liable or responsible for any injury to you (including, without limitation, serious injury, severe illness, illness related to pandemic or epidemic (such as COVID-19), or death) which may occur as a result of the following, regardless of Tee Time 2’s actions, omissions, and/or negligence:
- Your attendance at Tee Time 2’s location setup and exposure to other individuals.
- Your use of the Services, any amenities, and/or equipment provided by Tee Time 2.
- Your participation in any activity provided by Tee Time 2
- The sudden and unforeseen malfunctioning of any amenities and/or equipment provided by Tee Time 2.

- Your being struck by others or by equipment used by others while they are participating in any activity, provided by Tee Time 2.
- Your slipping and/or falling while using the simulator.
- You agree that this Agreement, including for any Company negligence, shall be binding upon my spouse, heirs, executors, administrators, and assigns. The limitations of liability set forth in this agreement.

Indemnification

- YOU AGREE TO INDEMNIFY, REIMBURSE, AND HOLD HARMLESS Tee Time 2 against any claims (including, without limitation, for damages and any legal costs and expenses) arising out of or connected to (a) your use of any of the equipment, and/or the Services, (b) your violation of this agreement, (c) your negligence, recklessness, or willful misconduct, (d) any acts or omissions of, or any claims brought by, any other person who you allow to use or access Tee Time 2's Services under your Account, including but not limited to the following:
 - Claims made by you, your parent(s)/legal guardian(s), or others arising out of or connected to an injury (including, without limitation, serious injury, severe illness, illness related to pandemic or epidemic (such as COVID-19), or death) to you; and/or
 - Claims of co-participants, rescuers, or others arising out of or connected to your conduct at Company premises or using Company facilities, equipment, premises, and/or services.

Compliance with Law, Prohibited Conduct

- You agree to comply with all applicable laws, rules, and regulations when using the Services.
- At our sole discretion, we may prohibit your further use of the Services if you fail to comply with any provisions of this Agreement or any applicable additional terms or rules governing participation.
- In addition to any other restrictions and limitations set forth in this Agreement, you will not use our Services in any manner that would violate any applicable, contract, intellectual property right, privacy right, or other third-party right. Furthermore, you will not engage in any action that is intended to:
 - systematically collect information about our Services or users, or obtain information about our Services or users, including competitively sensitive information, proprietary information, or other types of non-public information;
 - damage, disable, disrupt, or interfere with the operation or use of the Services; or
 - use the Services for a commercial purpose or use the Services other than for their intended purpose.

Safety Rules

- By participating in any services provided by Tee Time 2, you agree to abide by the following safety rules;
- All individuals must hit from the mat only (i.e., individuals must not swing golf clubs while standing off of the mat) and must aim toward the golf simulator screen or net.
- Only the individual who is taking a turn may stand on the mat. All other players, spectators, and other individuals must stay behind the designated mat boundary.
- All individuals under the age of 16 must be supervised by an adult.
- All individuals must refrain from throwing golf balls.
- All individuals must use common sense and be mindful of their circumstances/surroundings to avoid injuring other persons or property.

Injuries

You will immediately report any accident or injury suffered. You authorize emergency medical care and assume all related costs.

Property Damage

You agree to pay for damage to Tee Time 2's equipment and premises and third party property caused by you and/or your guest's (or guests') careless use of equipment or other intentional or negligent acts.

Permission to Use Likeness; Information Rights

- You grant Tee Time 2 permission to use your likeness in photographs and video in any and all of its publications and in any and all other media, in perpetuity, and for other use by Company. You will make no monetary or other claim against Company for the use of such photographs and video.
- All trademarks, trade names, service marks, logos, and trade dress that we use in connection with our Services are owned by or licensed to Tee Time 2 and are protected under both United States and foreign laws. All trademarks, trade names, service marks, logos, and trade dress used in connection with our Services that are not owned by us are the property of their respective owners.

Your Information

Privacy Policy

Our Privacy Policy explains how we collect and use your personal information. During your use of our Services, we may make audio and photographic/video recordings that include images and audio recordings of you and other participants. If you are authorized and proceed to make use of our Services.

All information collected is directly for sole purposes of contacting you about the event and/or booking. Your information is kept in Tee Time 2 private files and will not be shared in any way.

Purchases

- **Prices and fees.** Prices are subject to change by Tee Time 2 at any time. In the event Tee Time 2 changes the price of a we will provide notice of such change unless under contract.
- You may be required to pay additional amounts in connection with our Services, including cancellation fees, cleaning fees, and fees for damages, as well as applicable taxes and other governmental fees.
- **Payment and Billing.** This Agreement authorizes us to charge your Payment Method for all amounts owed in connection with any use of our Services under your agreement.
- All payments for Services are non-transferable. Unless otherwise specified in writing in an order form or in the description or sales for a service, all sales are final.
- When securing a date for service, a 50% deposit is required to secure date for service. Once this is paid, your date of service will be reserved and no other appointments will be made on this.
- Final collection of payment will be made on date of service after Tee Time 2 has set up equipment onsite and before services to be completed.

Termination of Contract

In case of emergency, this contract can be terminated as listed below:

- A. Cancellation of Contract before 30 days before date of service, the initial deposit will be held and you are able to re-schedule another date of service. If this is the case, your deposit will be transferred to the NEW date of service. (No refund is given)
- B. Cancellation of Contract within 30 days of date of service, the deposit is forfeited, and no refund is given.
- C. Cancellation due to Weather. Unfortunately, the weather does not always cooperate for safe and successful events. Client safety is our highest concern! Sometimes we have to cancel tours due to wind or inclement weather. When this happens, we try to work with your plan to schedule your event for another day. If it does not work to reschedule your event, we offer a full refund of the deposit or any fees you have paid towards the event. When we have to reschedule tours, we prioritize based upon date of reservation.

(Signature Page Follows)

By indicating that you accept, you acknowledge that you have read this Agreement and understand all of its terms. You agree to this Agreement voluntarily and with full knowledge of its significance. You fully understand that you are hereby relinquishing substantial legal rights, including the right of financial recovery for injury, whether the injury results from the inherent risks of the activity or from the ordinary negligence of Tee Time 2. You expressly agree that this Agreement shall be binding upon your spouse, parents/legal guardians, heirs, executors, administrators, and assigns.

Print _____

Sign _____ Date _____