

Participant Waiver and Release of Liability

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In consideration of the opportunity to use the Tee Time 2, LLC, portable golf simulator and related equipment and components. I hereby agree to the following Waiver and Release Liability:

1. **Waiver and Release Liability:** my participation use of the golf simulator and related equipment is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or results 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 golf simulator and related equipment will result in damage thereto. Accordingly, I agree to the following:
 - A. I hereby release and hold harmless Tee Time 2, LLC, its officers, directors, employees, agents, volunteers, and contractors from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks, including those caused by the negligent acts or omissions.
 - B. I recognize the physical exertion involved in the use of this golf simulator and related equipment, and attest and certify that I am physically fit to participate safely.
 - C. As between each of the releases and me, I will be solely responsible for 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 the simulator, including those sustained on the premises where the simulator is conducted.
 - D. I will be personally liable for any and all damage to the simulator and related and participation 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 South Carolina 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 in Horry County, South Carolina.
- b. This agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, and 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.

Print _____ (Participant)

Sign _____ (Participant) Date _____