

Special Events/Non-Members
Liability Waiver

Upon entering the SwingPath GOLF CLUB facility, I hereby agree to the following:

1. Waiver and Release of Liability: My participation in use of the facility (including restrooms located outside of the facility), golf simulators, related equipment, components and amenities 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. 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, 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 SwingPath GOLF CLUB.

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 California 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 Santa Barbara County, California, 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

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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. CLUB SAFETY RULES AND REGULATIONS: I agree to follow all SwingPath GC safety rules and regulations described herein, which are intended to protect the players, spectators and other guests.

SwingPath GC Rules and Regulations

- Please ensure you have CLEAN SHOES and CLEAN CLUBS.
- During winter months/rainy days, no shoes worn outside are allowed in the hitting area. Please bring a clean pair of dry shoes.
- Only use the balls in the simulators or your own clean balls free of any markings as marked or dirty balls can leave marks on or damage the impact screens.
- Keep food and drinks at the provided tables. NO FOOD OR DRINK INSIDE SIMULATOR or near the computer at any time!
- No smoking or vaping.
- TV's and Bluetooth speakers are for everyone's enjoyment but should be kept at reasonable volumes and take all guests sharing the space into consideration. Please always use sound judgement.
- No children under the age of 10 without supervision from a non-golfing adult.
- Players are responsible for the equipment inside the 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.
- 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.
- 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. If an emergency, first call 911.
- Guests are financially responsible for any damage caused by failure to follow the directions of the Rules and Regulations.
- Guests acknowledge that SwingPath GC 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 SwingPath GOLF CLUB.
- Guests acknowledge that photography and/or video may be recorded and used for

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promotional purposes without compensation.

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

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 of the below 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.

Adult Participant Name (Print) _____

Adult Participant Signature _____

Contact Info: Email _____ Phone _____

Minor Name(s) if applicable (Print):

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_____	_____
_____	_____
_____	_____