

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

This agreement releases Spritz Golf LLC ("Company") from liability for any injuries, damages to personal property, or other claims that may occur during participation in activities or use of the facilities and equipment. By signing this agreement, you acknowledge and accept the risks involved. PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT.

1. PARTIES

- **Releasor (Participant):** [Participant's Full Name]
- **Releasee (Company):** Spritz Golf LLC, including its owners, employees, agents, contractors, and representatives.

2. ACTIVITIES COVERED

This waiver applies to all activities at Spritz Golf LLC's facility located at 8954 Cleary Blvd, Plantation, FL 33325, including but not limited to:

- Use of golf simulators, training equipment, and facilities.
- Participation in lessons, training sessions, or events.
- Any other activities on the premises.

3. ASSUMPTION OF RISKS

I acknowledge that participation in golf-related activities involves inherent risks, including but not limited to:

- Physical injury (minor or severe) or death.
- Damage to personal property, including but not limited to golf clubs and other equipment.
- Injuries resulting from the actions or negligence of other participants.

I voluntarily assume all risks associated with these activities and agree that my participation is entirely at my own risk.

4. WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to use the facilities and participate in activities at Spritz Golf LLC:

- I hereby release and discharge Spritz Golf LLC and its affiliates from any and all claims, demands, damages, or causes of action arising out of my participation in activities or use of the facilities.
- This release includes claims resulting from damage to personal property (including golf clubs or other equipment) and claims resulting from the negligence (but not gross negligence or intentional misconduct) of Spritz Golf LLC or its representatives.

5. DAMAGE TO PERSONAL PROPERTY

I understand and agree that Spritz Golf LLC is not responsible for any loss of or damage to my personal property while on the premises. This includes but is not limited to:

- Damage to golf clubs or related equipment caused by use of simulators or training equipment.
- Loss, theft, or accidental damage to personal belongings left unattended on the premises.

6. INDEMNIFICATION

I agree to indemnify and hold harmless Spritz Golf LLC from any claims, demands, or lawsuits brought by third parties arising out of my actions while on the premises.

7. MEDICAL TREATMENT

I consent to receive emergency medical treatment if necessary during my participation in activities at Spritz Golf LLC. I understand that I am solely responsible for any medical costs incurred as a result of such treatment.

8. RULES AND SAFETY REGULATIONS

I agree to abide by all posted rules and safety guidelines provided by Spritz Golf LLC. I will exercise caution when using the facilities and equipment to avoid injury to myself or others.

9. GOVERNING LAW

This agreement shall be governed by the laws of the State of Florida. Any disputes arising under this agreement shall be resolved exclusively in courts located in Broward County, Florida.

10. SEVERABILITY

If any provision of this agreement is found to be invalid or unenforceable by a court of law, the remaining provisions shall remain in full force and effect.

11. ACKNOWLEDGEMENT OF UNDERSTANDING

By signing below:

- I confirm that I have read and understood this Release of Liability Agreement.
- I understand that I am waiving significant legal rights by signing it.
- I sign this agreement voluntarily without any inducement or coercion.

Participant's Name: _____

Participant's Signature: _____

Date: _____ **Parent/Guardian Signature (if Participant is under 18):** _____

Date: _____

Witness Section (Optional)

Witness Name: _____

Witness Signature: _____

Date: _____