

TWENTY FORE SEVEN GOLF, LLC
WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of the opportunity to use Twenty Fore Seven Golf, LLC (“Company”) real estate, building, golf simulator, furniture, fixtures, equipment, and components (collectively, Company’s “Property”), the undersigned hereby agrees to the following (the “Agreement”):

- I. Background.** This is a User Agreement is made and entered into and executed by the individual whose signature is reflected under the caption “User,” and by the individual(s) whose signature(s) is/are reflected under the caption “parents/guardians” and Company. Any reference to User herein shall include the User, the parents/guardians of User, if User is a minor child, and any of User’s guests.
- II. Release of Liability.** For valuable consideration, User:
- (a) Releases, waives, and discharges the Company, its officers, directors, employees, agents, volunteers, and contractors (collectively, “Releasees” or “Released Parties”) from any and all liability for any and all loss and damage, and for any and all claims and demands, on account of injury to the person or property of User, even if caused by the negligence of the Released Parties.
 - (b) Agrees to indemnify and save and hold harmless the Released Parties from any and all loss, liability, damage, deficiencies, actions, judgments, interest, awards, penalties, fines, taxes, costs, and expenses incurred or caused by User or any permittee or guest of User in connection with the Activity.
 - (c) Acknowledges that Released Parties make no warranty as to the design, manufacture, maintenance, condition, or fitness for any particular purpose of any Property.
 - (d) Acknowledges that this instrument is intended to be as broad and as inclusive as permitted by law, and that if any portion is held invalid, the balance shall continue in full force and legal effect.
 - (e) Verifies that User has full knowledge of the risks involved in participating in the Activity and is physically fit and sufficiently knowledgeable, skilled, and trained to participate in the Activity.
 - (f) Assumes any and all risks: (1) existing on the premises, (2) in entering onto the premises, and (3) in engaging in or observing the Activities, including the risk of injury to others for any negligent, reckless, or intentional act, or omission to act, of User and User’s guests or permittees, on the premises and/or in connection with the Activity.
 - (g) Acknowledges that this Waiver and Indemnification and Release also applies to any relatives, personal representatives, heirs, beneficiaries, next-of-kin, or assigns of the User who might pursue any claim on User’s behalf.
- III. Acknowledgement of Risk.** User acknowledges that use of Company’s golf simulator and any other action taken by User, whether lawful or not, at the Company’s Property (the “Activity” or “Activities”) will be undertaken at User’s sole risk. User agrees that use of the Property is

voluntary and that participating in the Activity entails risk of injury, illness, damage or loss to User and User's property. User assumes responsibility for all risk associated with the Activity and any other use of Company's Property.

User understands that Company maintains a "BYOB" policy that allows guests to bring and consume their own beer and wine on the Company's premises. User is not permitted to bring and/or consume liquor on the premises. Company will not provide or sell beer, wine, or any other alcohol of any kind. User will be subject to all Federal, State, and local laws as they pertain to alcohol consumption including those prohibiting the operation of motor vehicles or other machinery while over the legal limit of intoxication and those prohibiting minors' consumption of alcohol. User understands User will be held liable for any injury, damage, or loss suffered by User, Company, or other third parties that occurs due to or related to the User's consumption of alcohol or intoxication at the premises. User agrees to hold harmless and indemnify Company against any and all claims against Company caused by User's consumption of alcohol.

It is reasonably foreseeable that User's negligent or reckless use of the Company's Property will result in damage thereto and User recognizes the physical exertion involved in the use of the Property and the Activity, and attests and certifies that User is physically fit to participate safely, and User has not been advised otherwise by a health care professional.

User understands that the Company building may be unstaffed and unsupervised. User understands that any accident, emergency, or damage will be the responsibility of the User to report and resolve. If any medical emergency occurs, User should call 911 and request the appropriate assistance from authorities. If Company staff members are present, User shall immediately notify a present staff member of any injury to User as well.

If any damage to the building or its contents results because of User's actions, User will report the incident via email to Company management for review. User's access and use of the facilities may be restricted at management's sole discretion, including, but not limited to, for damage caused by User or User's guests' negligent or reckless use of Property or other irresponsible behavior.

User understands that, while the premises may be unsupervised by a staff member, the premises will be monitored by security cameras. Security footage may be reviewed by management at any time, including instances where unreported damage occurs to the Company Property. Management may then contact User and seek appropriate remedies based on key fob check-in information and security footage if Management believes User was responsible for unreported damage to the Company Property.

- IV. Assumption of Risk and Loss.** User acknowledges that all Activities at the premises, including the Activity, both during and after any claim period, including the Activities of Company, the Activities of the User, and the Activities of third parties, are potentially and inherently dangerous and User knowingly and freely assumes all known and unknown risks on behalf of User, including, without limitation, all risks of injury, damage, and/or death. User further acknowledges the Premises may be unstaffed and agrees that, regardless of whether staff are present, Releasees are not responsible to User for the loss or theft of personal property. User's participation in any Activities whatsoever on the premises is purely voluntary and User elects and agrees to participate in the Activities in spite of the risks.

User assumes full financial responsibility for any damage or injury that may occur while at the premises. User fully agrees to bear the costs of such any injury or damage to User and User's

personal property arising on the premises. User understands that the Company building will often be unstaffed and unsupervised and personal property of the User should be carefully monitored by the User to protect from theft or loss. Company is not responsible for any theft or loss of personal property. User further expressly assumes the risk of injury or aggravation of injury resulting from any preexisting medical or physical condition of User, irrespective of whether such medical or physical condition is triggered or exasperated by the Activity at the premises.

- V. **Insurance**. User certifies and represents that User has adequate personal insurance or sufficient personal assets to fully defend, hold harmless, and indemnify Company for all claims for which User has an indemnity obligation under this Agreement including claims of any third party caused in whole or in part by any act or omission of User.
- VI. **Representations**. User represents that in participating in any Activity on the premises, User is physically able to participate in all such Activities and has no pre-existing physical or medical conditions, including without limitation any allergies or exercise-induced conditions, that would endanger such participant while participating in the Activities on the premises. User further represents and warrants, that User will conduct themselves, while on the premises, in a safe and responsible manner so as not to endanger the lives or property of any persons.
- VII. **Violation of Posted Rules and Regulations**. User agrees to comply with all rules and regulations that may be posted from time to time at the venue and/or online. In the event that User fails to comply with said rules and regulations, Company may suspend or terminate User's membership and/or right to be present at the premises or use the Property. Company reserves the right to amend or alter the Company rules and regulations at any time in Company's sole discretion. All amendments to the rules and regulations shall be effective immediately upon amendment.
- VIII. **Damage to Company Property**. User agrees to pay for and assume liability for damage to Company Property and third-party property caused by User and/or User's guests' negligent, reckless, or intentional acts.
- IX. **Limitation of Liability**. In the event User obtains recovery for any claim against Company, User's recovery shall be strictly limited to the amount User has paid to Company under the applicable prices to play or membership agreements, and User agrees that recovery of any indirect, incidental, special, punitive, exemplary, and consequential damages are not a remedy available to User even if Company has been advised of such damages.
- X. **Non-Waiver**. No waiver of any provision in this Agreement shall constitute a waiver of any other Provision nor shall any waiver constitute a continuing waiver.
- XI. **Assignment**. Company may assign this Agreement, and, provided that the assignee agrees to assume the obligations of Company in this Agreement, then Company will be fully relieved of those obligations upon notice to User of the assignment. User understands that User may not assign User's membership to another person.
- XII. **Governing Law**. This Agreement is governed by the laws of the State of Iowa and shall be in all respects interpreted, enforced, and governed by the laws of the State of Iowa.
- XIII. **Severability**. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any one or more of the provisions shall not affect the validity and enforceability of the other provisions.

XIV. Binding Effect. This Agreement is binding upon and inures to the benefit of successors and assigns.

XV. Captions. Captions are for convenience and shall not affect interpretation.

XVI. Execution. This Agreement is effective when executed by both parties, whether on the same or separate copies. Further, a signature which has been photocopied or sent by facsimile or scanned and sent electronically shall have the same force and affect as an original signature.

XVII. ALL PARTIES AGREE THAT THEY HAVE FULLY REVIEWED THIS AGREEMENT AND HAVE HAD THE OPPORTUNITY TO SEEK COMPETENT LEGAL ADVICE TO FULLY UNDERSTAND ITS TERMS AND CONDITIONS. THIS AGREEMENT IS A BINDING LEGAL DOCUMENT AND, BY SIGNING THIS AGREEMENT, THE PARTIES FORFEIT CERTAIN LEGAL RIGHTS.

“USER”

_____ Dated: _____
Signature

Print Name

Telephone number

Email

(street address)

(city, state, zip)

(IF USER IS UNDER AGE 18, PARENT(S) OR GUARDIAN(S) MUST ALSO SIGN THIS INSTRUMENT)

“PARENT(S)/GUARDIAN(S)”

_____ Dated: _____
Signature

Print Name

_____ Dated: _____
Signature

Print Name