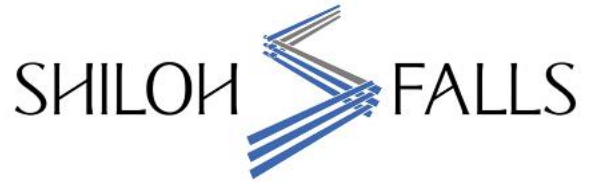


**GOLF SIMULATOR  
WAIVER, RELEASE, AND INDEMNITY AGREEMENT**



**PARTICIPANT NAME:** \_\_\_\_\_

This Waiver, Release, and Indemnity Agreement (“Agreement”) is entered into by the undersigned (“Participant”), for the benefit of **Shiloh Falls Golf Club LLC**, a Tennessee limited liability company, and its owners, members, managers, employees, agents, contractors, affiliates, successors, and assigns (collectively, “Released Parties”). By signing below, Participant acknowledges and agrees to the following terms and conditions as a precondition to the use of Shiloh Falls Golf Club LLC’s golf simulator facilities, equipment, and premises (the “Premises”).

**1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK:** Participant understands that participation in golf simulator activities involves inherent and significant risks, including but not limited to:

- Struck-by-object injuries from golf balls, clubs, or equipment;
- Slips, trips, and falls on flooring or mats;
- Equipment malfunction or misuse;
- Contact with other participants;
- Property damage; and
- Serious bodily injury or death.

Participant voluntarily assumes all known and unknown risks, whether caused in whole or in part by the negligence of the Released Parties or otherwise, and understands that Shiloh Falls Golf Club LLC would not permit use of the Premises without this assumption of risk.

**2. RELEASE AND WAIVER OF LIABILITY:** In consideration of being allowed to enter and use the Premises and equipment, Participant, on behalf of themselves, their spouse, heirs, assigns, personal representatives, and any minor children or wards they accompany (collectively, the “Releasing Parties”), hereby fully releases, waives, discharges, and covenants not to sue the Released Parties from any and all claims, demands, damages, causes of action, or liabilities of any kind, whether in law or equity, arising out of or related in any way to the use of the Premises, including but not limited to claims for:

- Personal injury, death, or illness;
- Property damage or theft; or
- Any act, omission, or negligence (including ordinary or gross negligence) of any of the Released Parties.

This release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, including Tenn. Code Ann. § 29-11-104 (comparative fault).

**3. INDEMNIFICATION:** Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, liabilities, damages, costs, claims, and expenses (including reasonable attorney’s fees) arising out of or related to:

- Participant’s actions or omissions while on the Premises;
- Damage to property or injury to others caused by Participant;
- Breach of any term of this Agreement; or
- Any claim brought by a minor child or ward of Participant.

This indemnification obligation survives Participant’s use of the Premises and is in addition to, and not in lieu of, any other indemnity obligations set forth herein.

**4. USE OF FACILITY AND EQUIPMENT:** Participant agrees to comply with all posted rules, written guidelines, and staff instructions regarding simulator operation and facility conduct. Participant shall be financially responsible for any loss or damage to property or equipment resulting from misuse, negligence, or violation of these rules. Participant acknowledges that video surveillance is in use for safety and security purposes and agrees not to tamper with such systems.

**5. HEALTH AND MEDICAL CONDITION:** Participant certifies that they are physically fit and capable of participating safely in simulator activities and have no medical condition or impairment that would make participation unsafe. Participant understands that Shiloh Falls Golf Club LLC does not provide medical personnel or treatment on-site. In the event of a medical emergency, Participant authorizes Shiloh Falls Golf Club LLC to secure emergency medical care at Participant's expense.

**6. MINORS:** If this Agreement is executed on behalf of a minor, the undersigned represents that they are the parent or legal guardian of such minor and possess full legal authority to execute this Agreement on the minor's behalf. The parent or guardian assumes full responsibility for the minor's participation, releases and indemnifies the Released Parties to the same extent as set forth above, and agrees to defend any claim brought by or on behalf of the minor.

**7. THIRD-PARTY ACTS:** Participant acknowledges that other guests or third parties using the Premises may act negligently or recklessly and that such acts are outside the control of the Released Parties. Participant agrees to release, waive, and indemnify the Released Parties from any claim arising from the acts or omissions of other participants or guests.

**8. INSURANCE AND FINANCIAL RESPONSIBILITY:** Participant certifies that they have adequate medical, liability, and personal insurance, or sufficient financial means to cover any injury, damage, or loss sustained as a result of use of the Premises. Participant agrees to bear full financial responsibility for any such injury or loss.

**9. MEDIA RELEASE:** Participant grants Shiloh Falls Golf Club LLC an irrevocable license to photograph, videotape, or record Participant and to use their name, likeness, voice, or image for promotional, advertising, or training purposes in any media, without compensation. Participant may revoke this consent in writing before participation.

**10. JURY TRIAL WAIVER:** Participant knowingly, voluntarily, and irrevocably waives any right to a trial by jury in any legal proceeding arising out of or relating to this Agreement, use of the Premises, or any alleged act or omission by any Released Party.

**11. CHOICE OF LAW, VENUE, AND SEVERABILITY:** This Agreement shall be governed by and construed under the laws of the State of Tennessee, without regard to its conflict of law provisions. Exclusive venue for any dispute shall be in the state courts of Hardin County, Tennessee. If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**12. BASIS OF BARGAIN:** Participant acknowledges that Shiloh Falls Golf Club LLC's permission to use the Premises is expressly conditioned upon the execution of this Agreement and that the fees charged do not include insurance or liability protection for Participant. Participant understands that this Agreement affects their legal rights and that by signing it, they are releasing substantial rights they or their heirs may have to recover damages for injuries or losses arising from their use of the Premises.

**13. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the parties regarding its subject matter, supersedes any prior agreements or representations, and may only be modified in a writing signed by both parties. Electronic signatures or digital acknowledgment shall have the same force and effect as a handwritten signature.

**14. ONGOING AGREEMENT:** This Release and Waiver of Liability shall remain in full force and effect for all future use of the golf simulator by the undersigned. By signing below, I agree that this waiver applies to each and every visit or use of the simulator from the date of signature forward, without the need to sign a new waiver for each use, unless and until it is revoked in writing by either party.

**ACKNOWLEDGMENT AND ACCEPTANCE:** I HAVE READ THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES, AND I DO SO FREELY AND VOLUNTARILY.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If Participant is under 18: Parent/Guardian Name:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_