

## Release and Waiver of Liability Agreement

Whereas, LILIKOI BOYS LLC, a Michigan limited liability company d/b/a LB GOLF MI (“Owner”) is the operator of the golf simulator facility located at 4386 14 Mile Road NE, Rockford, Michigan 49341 (“Premises”), and is willing to permit the customers signing this agreement to enter and use the Premises for the sole purpose of engaging in golf-related activities, subject to the terms and conditions of this agreement.

Now therefore, in consideration for being provided access to and use of the Premises, and for other good and valuable consideration, and in order to induce Owner to allow entry and use of the Premises, each person signing below, on behalf of themselves and any minor children accompanying them, hereby stipulates and agrees:

1. **Use of Premises.** I understand and agree that I may only use the Premises for the purposes set forth in this Release and Waiver of Liability agreement on the date and times specifically reserved by me or my party. The Premises are actively monitored by surveillance cameras. If it is identified that I am continuing to use the Premises past my scheduled reservation time, I will be subject to additional charges. I authorize Owner to charge me for time spent beyond my scheduled reservation. I further agree that I am responsible for the proper use and care of the Premises and any of Owner’s property thereon, and that I will be liable for the replacement cost of any Owner property which is damaged, destroyed or lost. I also agree to clean up, put any equipment back in its proper place, and restore the Premises after I am done using it as permitted in this agreement and to the same condition in which it was provided to me. I will not use the Premises, any of Owner’s property, or any equipment in any manner that is not its intended use. I will abide by any and all rules, regulations, or instructions, whether written or verbal, provided by the Owner or Owner’s employees, agents, or representatives. Failure to heed any such rule, regulation, or instruction may result in my immediate removal from the Premises. *All players and guests must review and execute this Waiver and Release. If I am booking a tee time for other players, it is my responsibility to ensure that all players accompanying me have created an account with \_\_\_\_\_. No players are permitted to use the facilities, nor will they be considered lawfully on the Premises, until they have executed this Release and Waiver.*

2. **Assumption of Risk.** I understand and acknowledge that the activities that take place on the Premises may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the activities that take place on the Premises may not be supervised and that the Owner of the Premises does not provide medical services. I further acknowledge that any injury I may sustain while on the Premises may be compounded by negligent or delayed medical service. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

3. **Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever, irrevocably and unconditionally, discharge and release Owner and its affiliates, partners, agents, operators, managers, employees, contractors, members, officers, directors, representatives, successors, and assigns (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction, attributable or relating in

any manner to my entry upon and use of the Premises, whether or not caused by the negligence, recklessness, or intentional conduct of the Owner or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises. This release and waiver specifically includes, but is not limited to, any claims for personal injury, property damage, wrongful death, emotional distress, loss of services, or loss of consortium.

4. **Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

5. **Indemnification.** I hereby agree to defend, indemnify and hold harmless Owner and the Released Parties from and against any losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Premises or participation in any activities on the Premises.

6. **Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises and that Owner will not be responsible for or provide any security for my property and personal belongings.

7. **Surveillance Cameras.** I acknowledge that the Premises is subject to 24/7 video surveillance and that I will be recorded while on the Premises. I consent to my being monitored and recorded by Owner's surveillance cameras, and to the collection, storage, and use of such surveillance footage by Owner and its authorized representatives. I hereby waive all claims against the Released Parties, including any claims for an invasion of privacy, arising from Owner's surveillance of the Premises.

8. **Alcohol Consumption.** Owner does not provide any alcohol, ice, refrigeration, mixers, glassware, or any other item associated with the consumption of alcohol. I acknowledge and agree that the consumption of alcoholic beverages on the Premises is at my own risk and discretion. I hereby expressly:

- (a) Assume all risks associated with the consumption of alcoholic beverages, including but not limited to, impaired judgment, decreased coordination, and increased risk of injury;
- (b) Agree to consume alcoholic beverages responsibly and in moderation while on the Premises;
- (c) Agree not to operate any motor vehicle or engage in any potentially dangerous activities after consuming alcoholic beverages on the Premises;
- (d) Agree not to encourage or permit any underage alcohol consumption; and
- (e) Acknowledge that while the Owner or any of its employee may remove from the Premises any inebriated person in their sole discretion, the Released Parties are not responsible for monitoring or limiting my or any customer's alcohol consumption.

9. **Minors.** I agree to supervise and be solely responsible for the safety, well-being, and conduct of any children accompanying me while on the Premises. I hereby:

- (a) Acknowledge that the Premises and its equipment are not designed for use by children and may pose additional risks to minors;
- (b) Agree to closely supervise at all times any children in my care while on the Premises;
- (c) Assume all risks associated with the presence of children on the Premises; and
- (d) Agree that the Released Parties shall have no duty to supervise or monitor the activities of any children accompanying me.

**I further understand and agree that if I am accompanied by any minor(s) while on the Premises, I am also executing this agreement on their behalf. Therefore, the terms of this agreement shall apply to any minor(s) accompanying me on the Premises and shall serve as a waiver and release of the Released Parties on their behalf pursuant to and to the fullest extent permitted by Section 5109 of the Estates and Protected Individuals Code, Act 386 of 1998, MCL 700.5109.**

**10. No Representations by Owner.** I acknowledge that Owner makes no representation as to the condition of the Premises or the safety of any structures or equipment that may be used at the Premises. I accept and shall use the Premises in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Owner or the Owner's employees, agents, or representatives regarding this agreement or the Premises, except to the extent such representations are expressly set forth in this agreement.

**11. Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Michigan, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Kent County, Michigan.

**12. Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

**13. Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

**14. Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

**15. Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**16. Entire Agreement; Modification; Binding Effect.** This agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change,

modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

*[remainder of page intentionally left blank]*

BY SIGNING THIS AGREEMENT, I HEREBY ACKNOWLEDGE AND WARRANT THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND. I UNDERSTAND THAT THIS AGREEMENT INVOLVES MY WAIVER AND RELEASE OF SIGNIFICANT RIGHTS AND MY ASSUMPTION OF SIGNIFICANT RISKS AND INDEMNIFICATION RESPONSIBILITIES RELATED TO MY PRESENCE ON THE PREMISES.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*All players must review and execute this Release and Waiver. If you are the player booking the tee time, you are responsible for ensuring that all players accompanying you create accounts