

WAIVER OF LIABILITY AND INDEMNIFICATION OBLIGATION

PLEASE READ THIS DOCUMENT CAREFULLY. BY CHECKING THE BOX AND BOOKING A TEE TIME, YOU ARE GIVING UP LEGAL RIGHTS

This Waiver of Liability and Indemnification Obligation (Agreement) is entered into by Adult Participant on his/her behalf, anyone within his/her party, and/or as the parent or legal guardian of Child Participant(s), in favor of Appleton Indoor Golf, LLC (Appleton Indoor Golf). Collectively and severally, Adult Participant, Party Members, and Child Participant, their heirs, successors, and assigns are referred to as Participant. In consideration of Appleton Indoor Golf allowing Participant to enter the Premises and participate in the Activities at 3319 W. College Ave, Appleton, WI 54914 (Premises), Participant agrees as follows:

1. NATURE OF THE ACTIVITIES. Appleton Indoor Golf operates an indoor golf simulator experience that offers Participants the ability to participate, actively or passively, in golf related activities, including, but not limited to, golf range, golf courses, golf related mini games. Participants may also participate, actively or passively, in non-golf activities, including, but not limited to, activities on the simulators, such as bowling, hockey, baseball, dodgeball, soccer, frisbee golf, etc., or non-simulator activities, including, but not limited to, darts and pool (all collectively, Activities).

2. Risks Associated with Activities. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, (1) injury from flying objects, such as a golf club or baseball bat, a broken golf club or baseball bat, a swung golf club, a swung hockey stick, a swung baseball bat, a pool ball, a pool stick, a golf ball, a soccer ball, a hockey puck, and/or a baseball; (2) tripping on customers' personal property, such as a golf bag, a baseball bag, a baseball bat, a hockey stick, a golf ball, a soccer ball, a hockey puck, a backpack, a purse, a golf club, and/or a jacket; (3) tripping on Appleton Indoor Golf's furniture or surfaces, such as the elevated surface associated with the boot, a barstool, a pool table, and a couch; (4) falling off a barstool; (5) injury from another customer breaching the rules within this document, such as swinging a baseball bat outside the Hitting Floor, kicking a soccer ball outside the Hitting Floor, hitting a golf ball outside the Hitting Floor, and throwing or hitting a baseball outside the Hitting Floor; (5) injury from Adult Participant, or anyone in their group, breaching the rules stated here. (6) Equipment malfunction, defective design or manufacture of equipment; (7) improper or negligent installation of equipment, negligent maintenance of equipment, (8) cuts, bruises, muscle strains, twisted or sprained ankles, knees, shoulders, or wrists; (9) burns; (10) dirt or other materials in eye; (11) concussions; (12) broken bones; (13) physical or emotional injuries; (14) erratic co-participant behavior; (15) collisions with standards and supports; (16) using improper form or technique; (17) slipping, falling, or tripping; (18) error of judgment by employees; (19) paralysis, disability, or death; (20) personal injury to third persons; or property damage. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards.

3. ASSUMPTION OF RISK. Notwithstanding the risks and the safety measures implemented by Appleton Indoor Golf, Participant acknowledges it is impossible to eliminate all risk of injury. **PARTICIPANT AFFIRMS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND KNOWINGLY, WITH UNDERSTANDING OF THE RISKS AND POTENTIAL INJURIES, ASSUMES ALL RISKS INHERENT WITH THE ACTIVITIES.**

4. RELEASE. TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT ON HIS/HER BEHALF, ANYONE IN THEIR GROUP, AND THAT OF CHILD PARTICIPANT, RELEASES APPLETON INDOOR GOLF, THE PREMISES OWNER, AND THEIR FRANCHISORS, INSTALLERS, MANUFACTURERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND INSURERS (COLLECTIVELY, PROTECTED PARTIES) FROM ALL CLAIMS. "CLAIM" MEANS ALL INJURIES, LIABILITIES, DAMAGES, DEMANDS, CAUSES OF ACTION, AND MEDICAL EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) BODILY INJURY (INCLUDING DEATH) TO PARTICIPANT DUE TO PARTICIPAN'TS (A) USE OF THE PREMISES, (B) ACTIVE OR PASSIVE PARTICIPATION IN THE ACTIVITIES, OR (C) CONSUMPTION OF ALCOHOL AT THE PREMISES OR THAT OF AN INVITEE. THIS RELEASE SHALL NOT APPLY IF THE CLAIM IS CAUSED BY THE WILLFUL OR RECKLESS MISCONDUCT OR GROSS NEGLIGENCE OF APPLETON INDOOR GOLF.

5. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT SHALL INDEMNIFY AND DEFEND THE PROTECTED PARTIES FROM ANY CLAIMS, ANY SUM PAID TO OR ON BEHALF OF ANY PARTICIPANT IN SETTLEMENT OF A CLAIM, AND ALL CLAIMS RELATED TO THE INSUFFICIENCY OF PARTICIPANT'S CAPACITY TO EXECUTE THIS AGREEMENT.

6. ALCOHOL. Participant agrees to exercise reasonable care and to not consume alcohol to the extent Participant's judgment is impaired. Participant understands the potential risks associated with the consumption of alcohol and acknowledges Participant does not have and is not aware of any medical condition that would result in an injury to Participant due to the consumption of alcohol. Participant assumes the risks associated with alcohol consumption and takes full responsibility for Participant's own actions, safety, and welfare.

7. REPRESENTATIONS BY PARTICIPANT. Participant represents to the following to the Protected Parties:

- A. Participant shall obey all rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior. This includes, but it not limited to:
 - a. Only one person may be on the Hitting Floor at a time. The "Hitting Floor" is described as the boxed area between your assigned simulator screen and your designated individual bar and bar stools opposite the simulator screen.
 - b. While occupying the Hitting Floor, your body parts and associated equipment shall always remain within the Hitting Floor area.
 - c. The associated equipment shall only be used for their intended purposes, used on the Hitting Floor and stores on the Hitting Floor while in use.
- B. Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
- C. Participant shall only attempt Activities that Participant can perform safely.
- D. Participant is not aware of any health problems that would prevent him/her from participating in the Activities.
- E. Appleton Indoor Golf may, but shall not be obligated or required to, administer to Participant emergency aid, CPR, and use a defibrillator, secure emergency medical care or transportation, and Participant shall assume all costs of emergency medical care and transportation.
- F. Participant shall discontinue participation in the Activities if Participant feels any faintness, shortness of breath, high anxiety, or chest pains.

9. DAMAGE TO EQUIPMENT. Whether maliciously, with intent, or negligently, Participant agrees, along with anyone in their party, to be fully and financially responsible for any and all acts that causes damage to any and all equipment within the confines of Appleton Indoor Golf, at the sole discretion of Appleton Indoor Golf. This includes, but is not limited to, damage to the actual simulators, hitting mats and floor, hitting screens, bay walls, computer monitors, bay bar tops and stools, golf equipment (such as golf clubs, etc.), bar tops and stools, the physical building and anything attached, etc.

8. LICENSE. Participant grants the Protected Parties in perpetuity the right to use all or a portion of an image/video of Participant and their name and likeness in all forms and media including composite or modified representations for all purposes, including advertising, trade or commercial purpose.

PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES/VIDEOS OR THE WRITTEN COPY USED IN CONNECTION THEREWITH. PARTICIPANT RELEASES THE PROTECTED PARTIES FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF PARTICIPANT'S STATEMENTS, VIDEOS, OR IMAGES.

9. AUTHORITY. If Adult Participant checks the box on this Agreement on behalf of anyone in his party, his/her spouse, Child Participant, family member, friend, or other person, Adult Participant warrants to Appleton Indoor Golf that he/she has the actual and implied authority to do so.

10. ACKNOWLEDGMENTS. Participant represents to Appleton Indoor Golf that he/she is voluntarily entering into this Agreement and there are no oral agreements or representations that are not set forth herein. This Agreement may only be modified in writing. Participant agrees that this Agreement is intended to be as broad and inclusive as is permitted by applicable law and that if any portion hereof is held invalid, the balance shall continue in full force and effect. By checking the box to book a tee time, Adult Participant authorizes Appleton Indoor Golf to communicate with him/her via email with updates, news, advertisements, and offers.

BY EXECUTING THIS AGREEMENT, I REPRESENT I HAD SUFFICIENT OPPORTUNITY TO HAVE READ, AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND AS SET FORTH HEREIN. I AM ALSO AWARE THAT BY EXECUTING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE APPLETON INDOOR GOLF FOR DAMAGES STEMMING FROM NEGLIGENCE ACTS, AS DESCRIBED ABOVE.