

WAIVER OF LIABILITY, RELEASE, ASSUMPTION
OF RISK AND INDEMNIFICATION AGREEMENT

(minor child)

Tee's Golf Center, LLC d/b/a Tee's Indoor Turf Field at The Proving Grounds (Tee's), operates a sports performance, facility rentals, indoor sports leagues, personal training, and athletics facility located at 725C Conshohocken Road, Conshohocken, PA 19428 ("Tee's Location"). Tee's and its members, owners, employees, officers, agents, representatives, any owner of the Tee's Location, and the heirs, successors and assigns of all of the foregoing are collectively referred to as the "Tee's Parties". The Tee's Location and all facilities, equipment, and other fixtures or personal property as may be there from time to time are collectively referred to as the "Tee's Facilities".

I, _____ [parent's full name],
residing at _____, am the parent or
legal guardian of _____ ["Participant"], born on
_____/_____/_____, and residing at
_____, and I am executing this

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("Agreement") on this date, ____/____/_____, in order to induce Tee's to permit Participant's use of the Tee's Facilities and participation in programs and activities at the Tee's Location; and in consideration for Tee's permission for the Participant to use Tee's Facilities and equipment and to participate in Tee's programs and activities ("Tee's Activities") at the Tee's Location; and intending to legally bind myself, the Participant, and any other person or legal guardian of the Participant and our heirs, executors, personal representatives, assigns and estates, I hereby acknowledge, warrant and agree to the following:

1. Authority and Permission. As the parent or legal guardian of the Participant, I have the authority to execute this Agreement on his/her behalf, and on behalf of any other parent or legal guardian of the Participant, and I hereby grant my permission for the Participant to use Tee's Facilities and to participate in Tee's Activities.

2. Release, Covenant Not To Sue, And Agreement To Indemnify.

A. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby knowingly and voluntarily, FOREVER RELEASE, DISCHARGE, AND AGREE TO HOLD HARMLESS all Tee's Parties from any and all claims, demands, or causes of action of any kind which are in any way associated with, related to, and/or arising from the Participant's presence at and/or use of Tee's Facilities and/or participation in Tee's Activities, including, but not limited to, those for losses, injuries or damages pertaining to any property loss, personal injury, or death suffered or sustained by the Participant, whether or not such losses, injuries or damages are caused solely, or in part, by the negligence (including ordinary negligence and gross negligence), recklessness, carelessness or other fault ("Claim(s)") of any of the Tee's Parties. We agree to indemnify all Tee's Parties for any and all costs, charges or expenses, including reasonable attorney's fees, incurred in connection with any said Claim(s).

B. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I understand, agree and acknowledge that by signing this Agreement, WE EACH VOLUNTARILY WAIVE AND RELEASE ANY RIGHT TO SUE OR OTHERWISE BRING ANY CLAIM (as defined above), AND WILL BE PRECLUDED FROM, SUING OR OTHERWISE BRINGING ANY CLAIM (as defined above), against any of the Tee's Parties including, but not limited to, any Claim(s) for losses, injuries or damages pertaining to any property loss, personal injury, or death suffered or sustained by the Participant, whether or not such losses, injuries or damages are caused solely or, in part, by the negligence (including ordinary negligence and gross negligence), recklessness, carelessness or other fault of any of the Tee's Parties. This also means that a Claim(s) cannot be pursued by or on behalf of the Participant against any of the Tee's Parties for contribution or indemnity (or to share the liability) if a claim, demand, or cause of action of any kind is asserted against Participant which is in any way associated with, related to, and/or arising from the Participant's presence at and/or use of Tee's Facilities and/or participation in Tee's Activities.

C. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby understand, agree and acknowledge that if suit or other claim of any kind is brought on behalf of the Participant against a party other than Tee's Parties for any property loss, personal injury, or death suffered or sustained by the Participant, which is in any way associated with, related to, and/or arising from the Participant's presence at and/or use of Tee's Facilities and/or participation in Tee's Activities, and any Tee's Parties become a party to such claim or suit, then IN ORDER TO RELIEVE ANY TEE'S PARTIES FROM LIABILITY TO MAKE CONTRIBUTION TO ANOTHER PARTY, ANY MONEY JUDGMENT OBTAINED AGAINST ANY SUCH OTHER PARTY SHALL BE RELEASED AND REDUCED TO THE EXTENT OF THE TEE'S PARTIES' PRO RATA SHARE OF DAMAGES RECOVERABLE AGAINST ALL OTHERS.

D. Furthermore, on behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby covenant, warrant and agree that should any of us, or the heirs, representatives, assigns or estates of any of us, breach this Agreement by commencing a lawsuit, or by otherwise

bringing a Claim(s) against any of the Tee's Parties which is in any way associated with, related to, and/or arising from the Participant's presence at and/or use of Tee's Facilities and/or participation in Tee's Activities, pursuant to this Agreement, WE SHALL INDEMNIFY AND BE INDIVIDUALLY AND JOINTLY LIABLE TO TEE'S PARTIES for any and all costs, damages, losses and expenses, including judgments, fines, settlements, punitive damages and attorneys' fees, arising from any such threatened, pending or instituted Claim(s), whether civil, criminal, administrative or arbitrate, and any appeal to such Claim(s).

3. Governing Law. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby understand, agree and acknowledge that this Agreement shall be construed under the internal laws of the Commonwealth of Pennsylvania without reference to conflict of laws principles, as broadly and inclusively as is permitted thereby; and that if any portion of provision of this Agreement shall be held invalid, illegal or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification is sought.

4. Acknowledgements. On behalf of myself, the Participant, and any other parent or legal guardian of the Participant, I hereby understand, agree and acknowledge: (A) THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT; (B) THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS; (C) THAT I HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY TEE'S OR ANY OF ITS MEMBERS, OWNERS, EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES; (D) THAT I AM FULLY AWARE OF THAT THERE ARE POTENTIAL RISKS CONNECTED WITH THE PARTICIPANT'S USE OF TEE'S FACILITIES AND PARTICIPATION IN TEE'S ACTIVITIES AND; (E) THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, AND OF MY OWN FREE WILL.

IF ONLY ONE PARENT OR GUARDIAN EXECUTES THIS AGREEMENT ON BEHALF OF THE PARTICIPANT WHO IS UNDER 18 YEARS OF AGE, THEN THE UNDERSIGNED PARENT OR GUARDIAN OF THE PARTICIPANT HEREBY COVENANTS, WARRANTS, REPRESENTS AND AGREES THAT HE OR SHE IS EXECUTING THIS AGREEMENT ON BEHALF OF, AND AS AGENT FOR, ANY OTHER INDIVIDUAL WHO MAY BE A PARENT OR GUARDIAN OF THE PARTICIPANT, AND THAT BY EXECUTING THIS AGREEMENT, THE UNDERSIGNED IS BINDING HIMSELF/HERSELF, THE PARTICIPANT, AND ALL OF THEIR HEIRS, EXECUTORS, PERSONAL REPRESENTATIVE, ASSIGNS AND ESTATES.

READ BEFORE SIGNING

Participant's Name [print]: _____

Guardian Name [print]: _____

Guardian's Signature: _____

Guardian's Address: _____

Guardian's Telephone: _____

Email info updates: _____

Organization/Group Name: _____ Whiz Kids _____