

SOFTGOLF SUMMER JUNIOR LEAGUE WAIVER

In consideration of my child/children participating in the Softgolf Summer Junior League, I as the parent and/or guardian acknowledge and agree as follows:

1. The activities at Softgolf (Gassy Tees, LLC) require participants to be in good health. I understand my child will be playing Softgolf with metal clubs and must adhere to Softgolf's safety rules of how to properly use the clubs in order to play Softgolf safely.

2. I agree for myself and my child/children named below, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and forever discharge Softgolf and Forsyth County and their owners, officers, members, agents, employees, directors, trustees, affiliates, and all other persons and entities acting on their behalf, from any and all claims, actions, damages, injuries, liabilities, costs or expenses, including attorney fees, emergency response bills which are related to or arise out of my child or children named below participating in Softgolf's Summer Junior League; and that I/we forever waive the right to sue or exercise any legal actions against Softgolf and/or Forsyth County.

3. I have reviewed the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand that it is my responsibility to ensure that I/my children understand the rules. I understand while my child/children is playing in the Junior League at Softgolf, adult supervision will be provided by Softgolf staff and volunteers and my child/children are expected to follow the rules in order for it to remain a safe and fun environment for all **attendees**.

4. I understand that as a parent/guardian, **I am expected to drop my child off at Softgolf between 8:00 and 9:00 am on the days they're playing in the Junior League and expected to pick them up promptly at 12:00 pm. Should I fail to pick up my child/children by 12:15, I agree to pay a \$25 fee for every 15 minutes after 12:15 pm. A partial fee of \$8 per 5 minutes will be charged after 12:30 pm . (For example, if you pick your child/children up at 12:40 pm, you agree to pay \$33.00, \$25 for the 1st 15 minutes after 12:15 pm and \$8 for 5 minutes after 12:30 pm.)**

5. I agree that pictures taken at Softgolf may used for promotional purposes including

website visibility. I agree to sign a photo release for my child/children and Softgolf retains the copyright of those photos.

6. I understand my child/children may bring outside food or drinks into Softgolf and a cold drink will be provided by Softgolf for my child/children at every session.

7. Softgolf agrees to, as much as it is practical, practice social distancing between staff, volunteers and participants of the Junior League, provide soap and water as well as hand sanitizer for attendees and sanitize all equipment after every use to reduce the risk of spreading COVID-19.

8. I understand and agree that NO REFUND will be given to my family or me if my child/children have stayed 30 minutes or more of a session.

9. If my child/children, myself or any family member is feeling sick or has symptoms of COVID-19, I agree to keep my child/children home until a NEGATIVE COVID-19 TEST is confirmed by a licensed health professional.

10. I acknowledge that for myself and children named below, participation in activities at Softgolf is strictly voluntary. I hereby certify that I am over 18 years of age and voluntarily agree to all terms, conditions and responsibilities set forth in this agreement and waiver. I am aware that by signing this agreement and waiver, I am agreeing to comply with all rules set forth by Softgolf.

While the staff and volunteers at Softgolf will work hard to ensure everyone plays together and has a great time, if a child is unable to follow the facility rules, the following steps will be taken to ensure other participants are able to enjoy their sessions at Softgolf.

1st Warning: The rule will be reviewed with the child again to ensure complete understanding of Softgolf's safety rules.

2nd Warning: The child will be asked to discontinue play for at least 20 minutes and the parent will be notified of the child's behavior.

3rd Warning: The child will be asked to discontinue play for at least 20 minutes, the parent will be notified including the possibility of leaving Softgolf with no possibility of a refund.

By the execution of this agreement and waiver, it is my intention to assume all risk of illness or injury (minor, serious or catastrophic in nature, including claims and suits at law or in equity for any injury, fatal or otherwise) or damage (to person or property) and do hereby surrender and waive any rights to sue or exercise any legal right to seek

damages against Softgolf and Forsyth County, their owners, agents, employees, officers and/or all other persons or entities acting on their behalf and agree to indemnify Softgolf and Forsyth County and their owners, employees or agents and hold them harmless from and against all claims asserted against them by any entity or person based upon my children's participation in Softgolf Summer Junior League. **SOFTGOLF IS NOT LIABLE FOR ANY INJURY DURING ACTIVE PLAY OR DUE TO NEGLIGENCE ON THE PART OF THE CHILD/CHILDREN PLAYING IN THE SOFTGOLF SUMMER JUNIOR LEAGUE.**

Child/ Children Names: Please Print

Emergency Contact No:

Parent/Guardian Name:

E-mail Address:

Parent/Guardian Signature:

Date:
