

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION
OF RISK AND INDEMNIFICATION AGREEMENT
(ADULT)**

Tee's Golf Center, LLC d/b/a Tee's Turf Field at The Proving Grounds - Outdoor Turf Fields (*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, _____ [full name],
residing at _____, am
executing this **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT** ("*Agreement*") on this date,
_____/_____/_____, in order to induce *Tee's* to permit my 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 me 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, and my
heirs, executors, personal representatives, assigns and estates, I hereby acknowledge, warrant
and agree to the following:

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

A. On behalf of myself, 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 my 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 me, 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*. I 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, I understand, agree and acknowledge that by signing this *Agreement*, **I 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 me, 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

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of me 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 me which is in any way associated with, related to, and/or arising from my presence at and/or use of *Tee's Facilities* and/or participation in *Tee's Activities*.

C. On behalf of myself, I hereby understand, agree and acknowledge that if suit or other claim of any kind is brought on my behalf, against a party other than *Tee's Parties* for any property loss, personal injury, or death suffered or sustained by myself, which is in any way associated with, related to, and/or arising from my 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, I hereby covenant, warrant and agree that should I, or my 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 my presence at and/or use of *Tee's Facilities* and/or participation in *Tee's Activities*, pursuant to this *Agreement*, **I 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)*.

2. **Governing Law.** On behalf of myself, 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.

3. **Acknowledgements.** On behalf of myself, 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 MY USE OF *TEE'S FACILITIES* AND
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(ADULT)

PARTICIPATION IN *TEE'S ACTIVITIES* AND; (E) THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, AND OF MY OWN FREE WILL.

READ BEFORE SIGNING

Participant's Name [print]: _____

Participant's Signature: _____

Participant's Address: _____

Participant's Telephone: _____

Email info updates: _____

Organization/Group Name: _____