

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

(minor child)

Tee's Golf Center, LLC d/b/a The Proving Grounds - Outdoor Turf Fields (*Tee's*), operates a sports performance, facility rentals, outdoor sports leagues, personal training, and athletics facility located at 725 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 **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT** ("*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

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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 arbitral, 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

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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: _____

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