

**PARTICIPANT WAIVER AND  
RELEASE OF LIABILITY**

In consideration of the opportunity to use Fairfield Fairway Frenzy, LLC, ("Company") building, golf simulator, and related equipment located at 15 S Division, Fairfield, MT 59436 (the "Premises"), I hereby agree to this Waiver and Release of Liability Agreement (the "Agreement").

**RELEASE AND INDEMNITY.** For myself and on behalf of my spouse, children, guests, successors and assigns (the "Releasing Parties"), I agree to release, hold harmless, and indemnify Company, its officers, directors, members, managers, employees, contractors, volunteers, customers, invitees, premise owners, co-tenants, and all other persons or entities acting in any capacity on Company's behalf (the "Released Parties"), from all claims, causes of action, suits, liabilities, damages, and costs, whether known or unknown (including but not limited to all direct, special, incidental, exemplary, punitive, and consequential damages, losses of any kind and attorney fees), however caused (the "Claims").

**ACKNOWLEDGEMENT OF RISKS.** The Releasing Parties acknowledge that by its very nature, golfing (including indoor golf) and related activities at the premises carry and involve a serious risk of bodily injury or death to both active participants and spectators. The Releasing Parties acknowledge that these activities are inherently dangerous to both active participants and spectators and further understand that by participating in, observing, or allowing minors to participate in or observe the activities, the Releasing Parties assume all risks associated with the activities. Those risks may result in minor injuries like bruises, blisters, and the like, to more serious injuries like being struck with a golf ball or golf club, and even death. The Releasing Parties understand that no matter how careful Company may be during golfing and related activities, the risk of serious injury (including death) is not eliminated and remains foreseeable.

**ASSUMPTION OF RISK AND LOSS. THE RELEASING PARTIES ACKNOWLEDGE ALL ACTIVITIES AT THE PREMISES ARE POTENTIALLY AND INHERENTLY DANGEROUS, AND THE RELEASING PARTIES KNOWINGLY AND VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS, INCLUDING WITHOUT LIMITATION ALL RISKS OF INJURY, DAMAGE, AND/OR DEATH.**

**INJURIES BY AND TO THIRD PARTIES.** The Releasing Parties acknowledge that their acts or omissions may cause injury to other customers, invitees, employees, contractors, or other persons on the premises. The Releasing Parties agree to defend and indemnify the Released Parties and any third party invitee or customer against any Claims which were caused, in whole or in part, by the Releasing Parties.

**REPRESENTATIONS.** The Releasing Parties acknowledge they are able to participate in activities on the premises and have no pre-existing physical or medical condition that would endanger themselves or others. The Releasing Parties further represent and warrant that they will conduct themselves in a safe and responsible manner so as not to endanger the lives or property of any persons and will follow all Company's rules and regulations, which may be amended from time to time and are incorporated herein by reference.

**AUDIO/VIDEO RECORDING.** The Releasing Parties acknowledge the Company's premises are under continuous audio/video surveillance and by entering the premises, they consent to such recording.

**MISCELLANEOUS.** The Releasing Parties acknowledge and agree this Agreement is intended to be as broad and inclusive as permitted by Montana law. In the event that any provision of this Agreement is determined to be unenforceable as a matter of law, the remainder of the Agreement shall continue in full force and effect. This Agreement and Company's rules and regulations represent the entire understanding of the parties on the matters herein and no modification is binding unless in writing and signed by the parties.

**PARENT OR GUARDIAN WAIVER ON BEHALF OF MINOR.** I represent and warrant that I am duly qualified as the parent or legal guardian or authorized custodian of the above listed persons (the "Minor") and that I have the authority to execute this Agreement on behalf of the Minor. I further agree to be legally bound by the provisions of this Agreement and to indemnify and hold harmless the Released Parties for any Claims that the Minor may now have or may arise from the from using the Premises. I further agree that if it is determined I am not the parent or legal guardian or legal custodian of the Minor, or that I did not have the authority to sign the Agreement on behalf of the Minor, I will nevertheless personally defend and indemnify the Released Parties for and from any Claims, including reasonable attorney fees and costs, arising from Minor's participation in activities at the Premises.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM FREELY GIVING UP SUBSTANTIAL RIGHTS BY ENTERING THE PREMISES AND DO SO KNOWINGLY AND VOLUNTARILY.**