

Release waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

("Release Agreement")

Read Carefully – This Affects Your Legal Rights

On behalf of all children and adults in my care participating in playing golf via the mobile simulator service ("Activity"), provided by Wego Golf, LLC of Raleigh, NC ("Releasee"), I ("Releasor"), hereby agree as follows:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the employees, representatives, or agents of Releasee.
- 2. CERTIFICATION OF FITNESS.** I certify that I have not been advised against participating in this activity by a qualified medical professional. I certify that I have no health-related reasons or problems that preclude my participation in this Activity.
- 3. ASSUMPTION OF THE RISKS.** I recognize that there are risks associated, as a participant and/or spectator, with the Activity. These risks have the potential to cause serious harm, including death, to myself and other individuals, as well as property damage and loss. These risks include but are not limited to, slips and falls, getting hit by golf balls and/or golf clubs, and damage to property caused by golf balls, clubs, or inflatable structures. I hereby assume all risks associated with this activity, including any risks that may arise from the negligence or carelessness of Releasee.
- 4. WAIVER OF CLAIMS.** On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents, and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
- 5. INDEMNIFICATION.** I agree to indemnify Releasee against any and all claims, actions, lawsuits, damages, and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.
- 6. EQUIPMENT DAMAGE.** I agree to pay for all damages to the facilities and equipment of Wego Golf, LLC caused by any negligent, reckless, or willful actions by me or my guests.
- 7. GOVERNING LAW AND SEVERABILITY.** This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. In the event any provision shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such a manner as will permit enforcement; otherwise, this agreement shall be construed as if such provision had never been part hereof.
- 8. DISPUTE RESOLUTION.** All claims and disputes arising under or relating to this are to be settled by binding arbitration in the state of North Carolina. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees.
- 9. MARKETING CONSENT.** I agree to consent to WeGo Golf collecting and using your personal information for marketing purposes, including but not limited to:
 - Sending promotional emails or text messages about products, services, or special offers
 - Inviting you to participate in surveys or market research
 - Sharing your information with trusted partners for marketing purposes
- 10. MARKETING LIABILITY RELEASE.** I release WeGo Golf and its affiliates, employees, agents, and contractors from any and all liability, claims, or causes of action arising out of or related to your participation in marketing activities or your use of WeGo Golf's services.

I HAVE READ CAREFULLY AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS RELEASE AGREEMENT. I FURTHER UNDERSTAND THAT BY COMPLETING THIS FORM (E-SIGNATURE), I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS FOR MYSELF AND THOSE FOR WHOM I HAVE ASSUMED RESPONSIBILITY.

First name*	Last name*
Email*	
Phone number*	
City*	
State/Region*	
<input type="submit" value="SUBMIT"/>	