

## WAIVER AND RELEASE OF LIABILITY

CONSENT, ASSUMPTION OF RISK, RELEASE OF CLAIMS AND COVENANT NOT TO SUE

I, the undersigned party, **Bellefontaine Indoor Golf Club LLC, an Ohio limited liability company ("BIGC")**, in consideration of BIGC granting me access to its facilities, hereby agree as follows:

- (1) To assume the risk of harm, injury or death to myself or my guests which may arise out of my participation in any manner at BIGC's facilities;
- (2) To release and discharge BIGC and its employees, members, agents, and volunteers from liability for any and all claims and causes of action, of whatsoever kind of nature, which I or my guests may have as a result of any harm or injury to ourselves arising from the use of BIGC's facilities;
- (3) To not institute or prosecute any actions or suits at law or in equity, nor aid any institution or prosecution of any claim, demand, action or cause of action against BIGC, its employees, members, agents, or volunteers, for any personal injury, property damage, costs or attorneys' fees sustained or that might be sustained by myself or my guests which are related to, resulting from, or connected in any manner with the aforesaid use of BIGC's facilities;
- (4) That this Waiver and Release of Liability may be pleaded as a complete defense to any action or proceeding that may be brought or instituted by me or my guests or by our respective heirs or legal representative heirs or legal representatives; and
- (5) That I agree to indemnify and save and hold harmless BIGC, its employees, members, agents, and volunteers, and each of them from any loss, liability, damage, or cost, including reasonable attorney's fees, which arises as a result of our breach of this Waiver and Release of Liability.

**I AM FULLY AWARE OF THE RISKS ASSOCIATED WITH GOLF AND INDOOR GOLF, PARTICULARLY AS THEY EXIST IN THE CONFINES OF AN ENCLOSED INDOOR AREA, INCLUDING THE POSSIBLE RECKLESS CONDUCT OF OTHER PARTICIPANTS. I HAVE CAREFULLY READ THIS AGREEMENT, AGREE TO ACCEPT ANY AND ALL INHERENT RISKS OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH AND SIGN IT VOLUNTARILY.**

I AGREE THAT THIS WAIVER AND RELEASE OF LIABILITY IS IRREVOCABLE AND EFFECTIVE AS OF THE DATE SET FORTH BELOW AND FOR ALL TIMES THAT I USE BIGC'S FACILITIES HEREFTER.

\_\_\_\_\_  
Please Print FIRST and LAST NAME

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Member \_\_\_\_\_  
Guest \_\_\_\_\_