

THE DIVOT, LLC

INDOOR GOLF SIMULATOR

RELEASE OF LIABILITY, ASSUMPTION OF RISK & FACILITY RULES

PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS.

Participant Name: _____

Date of Birth: _____

Phone/Email: _____

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand that using an indoor golf simulator involves inherent and other risks of personal injury, property damage, and other loss.

These risks may include, but are not limited to, being struck by a golf ball or golf club; balls ricocheting or rebounding from the screen, walls, floor, ceiling, equipment, or other surfaces; slips, trips, or falls; contact with other participants; improper use of equipment; equipment or simulator malfunction; and injuries resulting from the actions of myself or other persons.

I knowingly and voluntarily choose to participate in indoor golf activities at **The Divot, LLC ("The Divot")** and assume the risks ordinarily associated with such participation.

2. RELEASE OF LIABILITY — INCLUDING ORDINARY NEGLIGENCE

I UNDERSTAND THAT THIS SECTION RELEASES CERTAIN LEGAL CLAIMS.

In consideration for being permitted to enter and use The Divot's premises, facilities, golf simulator, equipment, and related property, I voluntarily release and discharge **The Divot, LLC, and its owners, members, managers, employees, agents, representatives, and volunteers** ("Released Parties") from claims for bodily injury, death, property damage, or other loss arising from my participation in or use of The Divot's facilities, **including claims resulting from the ordinary negligence of any Released Party**, to the fullest extent permitted by Oklahoma law.

I understand that this release is intended to include future claims for ordinary negligence arising from my use of the facility.

This release is not intended to release liability that cannot lawfully be waived under Oklahoma law.

Oklahoma courts have recognized that releases of ordinary-negligence claims can be enforceable when, among other requirements, the intent is expressed clearly and unambiguously and enforcement does not violate public policy.

3. SELF-SERVICE / UNATTENDED FACILITY ACKNOWLEDGMENT

I understand that The Divot may operate as a **self-service or unattended facility** and that an employee or representative of The Divot may not be physically present during all or part of my session.

I accept responsibility for using the simulator, golf equipment, and facility safely and according to all posted instructions and rules.

If I discover damaged or malfunctioning equipment or any condition that appears unsafe, I will stop using the affected equipment or area immediately and notify The Divot.

I will not attempt to repair, modify, move, disconnect, or tamper with simulator equipment, cameras, computers, projectors, sensors, or other facility equipment.

4. EMERGENCIES

I understand that because the facility may be unattended, immediate assistance from The Divot personnel may not be available.

In an emergency, I or another member of my group should contact **911 or appropriate emergency services** when necessary.

I agree to discontinue use of the simulator immediately if an unsafe condition, injury, equipment malfunction, or other emergency occurs.

5. RESPONSIBILITY FOR DAMAGE

I accept responsibility for damage to The Divot's equipment or property caused by my **intentional, reckless, or careless misuse**, or my failure to follow facility rules and operating instructions.

I understand that I may be financially responsible for the reasonable cost of repairing or replacing property that I damage under those circumstances, to the extent permitted by law.

6. HEALTH AND ABILITY TO PARTICIPATE

I understand that golf involves physical activity.

I represent that I am able to participate safely. I agree to stop participating if I experience pain, dizziness, illness, or another condition that makes continued participation unsafe.

7. FACILITY RULES

I agree to follow all posted rules, safety instructions, and equipment instructions. Failure to follow these rules may result in termination of my session without a refund.

General Rules

____ No alcohol or controlled substances are permitted on the premises.

____ Smoking and vaping are prohibited.

____ Clean shoes and clean golf clubs are required. During inclement weather, I will bring clean, dry shoes for use inside the facility and hitting area.

____ Food and beverages must remain at the designated tables. **NO FOOD OR DRINK IS ALLOWED INSIDE THE SIMULATOR ENCLOSURE OR NEAR THE COMPUTER OR OTHER ELECTRONIC EQUIPMENT.**

Simulator Safety

____ Only one person may occupy the designated hitting area at a time.

____ Golf clubs may only be swung in the designated hitting area.

____ Before every swing, I will check my surroundings and make sure no person or object is within range.

____ Shots must be directed toward the designated hitting screen.

____ I will remain clear of anyone who is swinging a golf club.

____ I will not intentionally hit balls toward walls, ceilings, equipment, cameras, doors, windows, or other areas not intended to receive golf shots.

____ At the end of my session, I will dispose of trash and leave the simulator room in reasonably clean condition.

____ I understand that I may be responsible for damage resulting from my failure to follow these rules.

8. GROUP AND GUEST RESPONSIBILITIES

____ I will be respectful of other customers and neighboring businesses.

____ No children under age 12 are permitted due to safety concerns.

____ All minors who are permitted in the facility must be accompanied and supervised by a responsible adult.

____ Minors who participate in golf must remain under appropriate adult supervision.

9. PARENT/GUARDIAN ACKNOWLEDGMENT FOR MINORS

Complete this section only when applicable.

Minor's Name: _____

Minor's Date of Birth: _____

I represent that I am the minor's parent, legal guardian, or other person legally authorized to sign on the minor's behalf.

I give permission for the minor to participate in activities at The Divot and acknowledge the risks described in this Agreement. I agree to supervise the minor and ensure that the minor follows The Divot's safety rules.

Parent/Guardian Name: _____

Relationship to Minor: _____

Parent/Guardian Signature: _____

Date: _____

10. VIDEO SURVEILLANCE

I understand that The Divot premises may be monitored and recorded by video surveillance for security, safety, property protection, and facility-operation purposes.

I will not tamper with, obstruct, disable, move, or damage any camera or surveillance equipment.

11. OPTIONAL PHOTOGRAPHY AND PROMOTIONAL VIDEO CONSENT

This section is optional and is not required to use The Divot.

I give The Divot permission to use photographs or video recordings of me taken at the facility for The Divot's advertising, website, and social-media/promotional purposes without compensation.

Please select one:

☐ **YES**, I consent to promotional use.

☐ **NO**, I do not consent to promotional use.

Participant/Parent Initials: _____

12. BOOKING TIME

I understand that my reservation is limited to the time I booked.

If another group is scheduled immediately after my reservation, I agree to finish play and leave the simulator available for the next group at the end of my reserved time, even if I have not completed my round or final hole.

13. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, I agree that the remaining provisions will remain in effect to the extent permitted by law.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of Oklahoma**.

15. ACKNOWLEDGMENT OF UNDERSTANDING

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

I understand that this Agreement contains an assumption of risk and a release of certain claims, **including certain claims based upon the ordinary negligence of The Divot, LLC and the other Released Parties.**

I have had sufficient opportunity to read this Agreement before signing it. I am signing it knowingly and voluntarily and understand that I may decline to participate rather than sign this Agreement.

I understand that this Agreement does not waive rights or claims that cannot legally be waived under Oklahoma law.

Participant Printed Name:

Participant Signature:

Date: _____ **Time:** _____

If participant is under 18:

Parent/Legal Guardian Printed Name:

Parent/Legal Guardian Signature:

Date: _____ **Time:** _____