

Golf Simulator

Rules and Guidelines

- Players are responsible for the equipment inside the simulator. Only use the golf balls provided. Scuffed or nicked balls should be removed immediately as they could harm the screen.
- Only one person should be present on the hitting platform at a time. Everyone must keep a safe distance and keep watch of the person golfing. Swinging should always take place near the hitting area of the mat and should always be directed towards the hitting screen. Running starts (Happy Gilmore shots) are strictly prohibited.
- Swinging golf clubs near people, and balls exiting the bay at high speeds, can be extremely dangerous. Before you swing any club, check your surroundings to ensure there are no obstacles within your range of swing. Be alert of where you stand or walk and stay out of other golfer's range of swing. Report any accidents immediately.
- Do not go behind the simulator screen at any time.
- Customers acknowledge that Burlington Recreation is under video surveillance.
- Tampering with the camera system or damaging equipment by not following procedures in these guidelines will result in financial compensation being paid to Burlington Recreation to cover the cost of the damage.
- Make sure golf clubs and shoes are clean before play. A club washing station has been provided for your convenience. Golf shoes are prohibited and we suggest the use of sneakers or turf shoes.
- Food and drinks are allowed but must be kept at the provided tables and must be cleaned up at the end of your playing session. **NO FOOD OR DRINK INSIDE PLAYING AREA** at any time. Alcoholic beverages are prohibited.
- Only 4 golfers permitted in the simulator at a time, however spectators are permitted.
- Youth under 16 years of age must be accompanied by an adult (21+). Youth that are 16 or 17 years old may play without an adult with a signed waiver by a parent or court appointed legal guardian.
- Smoking or vaping is strictly prohibited.
- We would love for you to be able to finish your "last hole," but if another group is scheduled after you, we will transition the simulator to the next group promptly at the end of your booking time.
- Failure to abide by any of the above procedures may result in the cancellation of the remainder of your paid simulator time without compensation and the suspension of your simulator privileges.

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to use of USD 244 Recreation Indoor Golf facility, and related equipment and components, I hereby agree to the following Waiver and Release of Liability:

1. Waiver and Release of Liability: My participation and use of the building, golf simulators, and related equipment is voluntary and subjects me to the possibility of physical injury and loss of or damage to my property. It is also reasonably foreseeable that my careless or reckless use of the building, golf simulators, and related equipment will result in damage thereto. Accordingly, I agree to the following:

- a. I hereby release and hold harmless USD 244 Recreation Commission, its officers, directors, employees, agents, volunteers, and contractors from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks, including those caused by the negligent acts or omissions of any or all of the Releasees.
- b. I recognize the physical exertion involved in the use of the building, golf simulators, and related equipment, and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.
- c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in activities at USD 244 Recreation Commission and the Indoor Golf facility.
- d. I will be personally liable for any and all damage to the building, simulator, and related equipment caused by my careless, reckless or intentional actions.
- e. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

- a. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- b. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect. I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

3. VENUE SAFETY RULES AND REGULATIONS: I attest that I have read and agree to the Golf Simulator Rules and Guidelines on the front of this agreement which are intended to protect all players, spectators and other guests.

I HAVE READ THIS RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ENTERING THIS FACILITY AND DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

a. This waiver shall remain in effect for all simulator use until December 31st, 2025.

b. PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MINOR: I represent that I am duly qualified as the parent or legal guardian or authorized custodian the below listed persons (hereafter 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 and Indemnified Parties for any claims that the Minor may now have or may arise in the future during the Claim Period against any of The Released And Indemnified Parties arising on the Premises. I further agree that if it is determined that 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 such Minor, I will nevertheless personally defend and indemnify The Released and Indemnified Parties for and from any Claim arising from Minor's participation in activities at the Premises.

Participant or Minor's Printed Name:

Parent or Legal Guardian's Printed Name:

Participant, Parent or Legal Guardian's Signature:

Date: