

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in certain golf-related activities, including but not limited to, simulations, golf lessons, tutorials, instructions, competitions, training programs, the use of golf simulators, equipment, facilities, or grounds (whether singular or plural, hereinafter referred to as the "Activities") provided by **THE SWING INC., with offices located at 27576 Commerce Center Drive, Ste 101, Temecula, CA 92590** (the "Company"). In consideration of being permitted by the Company to participate in the Activities and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

C.C.P. § 1542 Waiver. With regard to this Agreement, and the claims to be released pursuant hereto, I, for myself, and for my heirs, spouse(s), successors, family, children, benefactors, and for my estate, hereby fully expressly waive and relinquish any rights or benefits available under the provisions of Section 1542 of the Civil Code of California, which provides:

“A general release does not extend to claims which a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her, must have materially affected his or her settlement with debtor.”

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees, arising out of or resulting from any claim of a third party related to the Activities, including any claim related to my own negligence or the negligence of the Company.

I hereby consent to receive from any licensed hospital, physician, or medical personnel any medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation.

I represent and warrant that I am of legal age and competent to enter into this Release, that I have read this Release carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns). This Release represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Release. If any provision of this Release is held to be unlawful, void, or unenforceable, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions. Any claim arising out of this Release or my participation in the Event shall be submitted to binding arbitration in Riverside County, California. I represent that I have signed this Release without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms and conditions of this Release.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

Participant Name (Print): \_\_\_\_\_

Participant Signature (Sign): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ (Optional)

**If Participant is under 18 years of age, I am the parent or guardian of the minor participant, and I consent to and agree to all of the terms, conditions, and provisions of this Agreement on behalf of and for the minor participant.**

Parent / Guardian Name (Print): \_\_\_\_\_

Parent / Guardian Signature (Sign): \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Minor Participant: \_\_\_\_\_

The Swing, Inc. Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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