



GUEST WAIVER AND RELEASE

The individual named below (referred to as “I” or “me”) desires to accompany a Member of Mashies Golf Lounge, LLC (the “**Club**”) at the Club facilities (the “**Facilities**”), and I understand that entering into this waiver and release (this “**Waiver**”) is a condition to my right to access the Facilities.

1. Acknowledgment in Inherent Risk. I acknowledge that using the Facilities involves inherent risks, including but not limited to errant golf shots, ball ricochets, and equipment malfunctions; slipping, tripping or falling; collision with other participants, facility structures, golf clubs or other tangible objects. I voluntarily assume all of these risks and understand that by accessing the Facilities, I am accepting the inherent risks associated with my use of the Facilities.
2. Release and Waiver. I hereby, to the fullest extent permitted under applicable law, release, waive, discharge, and covenant not to sue the Club, its directors, officers, employees, agents, and affiliates from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while accessing the Facilities.
3. Indemnification. I agree to indemnify and hold harmless the Club, its directors, officers, employees, agents, and affiliates from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to my accessing the Facilities, whether caused by my negligence or the negligence of the Club.
4. Medical. I understand and agree that the Club does not have and is under no obligation to have medical personnel available at Facilities. I understand and agree that the

Club is granted permission to authorize emergency medical treatment at my cost, if necessary, and that such action by Club shall be subject to the terms of this Agreement. I understand and agree that the Club assumes no responsibility for any injury or damage that might arise out of, or in connection with such authorized emergency medical treatment. It is my expressed intent that this Agreement shall bind members of my family, if I am alive, and my estate, family, heirs, personal representatives, or assigns, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the Club or its affiliates.

5. Personal Property. I understand and acknowledge that I am responsible for my personal belongings that I bring onto the Facilities. The Club and its affiliates are not responsible for any loss, theft or damage to my personal property.

6. Compliance with Rules and Laws. I agree to comply with all rules, regulations, and instructions provided by the Club during my access of the Facilities.

7. Entire Agreement. This Agreement constitutes the entire understanding and agreement between me and the Club and supersedes all prior discussions, agreements, or understandings of any kind.

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any dispute arising hereunder shall be resolved only in the state or federal courts located in Salt Lake County, Utah.

ACKNOWLEDGEMENT AND RELEASE

I have read this Agreement and fully understand its terms. I acknowledge that I am signing this Agreement freely and voluntarily and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Name of Participant: _____

Date: _____

Participant Signature: _____

Parent/Guardian Signature (if Participant is a minor):
