

## Stonewolf Junior Golf Parental Release & Indemnity Agreement

<u>Authorized Representatives</u>. By signing up your junior for our junior golf programs, you are an acting parent or guardian of the junior and agree to such terms.

Assumption of Risk. Partaking in any of our Stonewolf programs including junior golf, or even being on our property to view, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (i) minor injuries, (ii) major injuries, and (iii) catastrophic injuries and / or death. The parent or guardian acknowledges that every precaution will be taken by Stonewolf in ensuring its safety. However, in the absence of willful misconduct or gross negligence, Stonewolf will not be responsible for any injuries to any parties in attendance on property.

Waiver of Liability. The parent or guardian, their guests, or any party member agree to release, waive, discharge and covenant not to sue Stonewolf or any service provider of Stonewolf, from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of Stonewolf, that may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained by the parent or guardian or the parent or guardian's guests while at Stonewolf. The parent or guardian agrees to further release, waive, discharge and covenant not to sue Stonewolf from any liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of Stonewolf, which may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained as a result of any vendors or service providers. The foregoing shall not be exclusive of any risk or liability, including but not limited to the consumption of alcohol by the parent or guardian, its guest, volunteers, or affiliates.

<u>Hold Harmless and Indemnification</u>. The parent or guardian agrees to defend, indemnify and hold harmless Stonewolf from and against every loss, claim, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) directly or indirectly arising out of, or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortuous conduct (active or passive) of the parent or guardian or the parent or guardian's guest.

By signing up your junior for our junior golf programs, the parent or guardian agrees to indemnify, defend and hold harmless Stonewolf and its entities from any and all actions, suits, damages, expenses (including court costs, reasonable attorney's fees and costs of investigation, claims (including tort claims), and demands arising directly or indirectly from any event at Stonewolf, regardless of whether a claim arises in whole or in a part from any negligence or alleged negligence, including the sole, joint, concurrent or contributory negligence, of the indemnities.

This Agreement becomes effective upon signing up your junior for our junior golf programs and will remain in effect for one year from the effective date. This Agreement may be terminated at any time by Stonewolf for any failure by the parent or guardian to comply with any term or covenant of this Agreement. This Agreement constitutes the entire contract of the parties with respect to its subject matter and supersedes any prior written or oral contracts with respect thereto.

Parental Release & Indemnity Agreement: I hereby release Stonewolf Golf Club and all of its employees and representatives from all claims on account of injuries which may be sustained by my child, family member, or guardian while attending camp and I agree to indemnify Stonewolf Golf Club and its employees and representatives for any claim which may herein after being presented by my child for any such injuries. In the event of illness or injury, I hereby give my consent for medical treatment and permission to the attending physician to hospitalize, secure proper treatment, and order injections, anesthesia, or surgery. I will be responsible for any medical and/or other charges in connection with my child's attendance at the junior golf program.