

BIRDIES, LLC

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Name of Adult Participant and/or Parent/Legal Guardian: _____

Date of Birth: _____

Address: _____

Email: _____ **Phone:** _____

A. I, _____, (referred to as "I" or "me") desire to participate in the use of Company facilities, equipment, premises, and/or services provided on the premises (the "Activity") by Birdies, LLC, a Virginia Limited Liability Company (the "Company") at 2419 Hampton Blvd, Norfolk, VA 23517 (the "Premises"). In consideration of being permitted by the Company to engage in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "Release"). This Release of Liability applies to today and each time I (1) enter Company premises; (2) use Company facilities or equipment; or (3) participate in the Activity.

B. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that the Company cannot guarantee that I will not be injured due to my participation in the Activity and that engaging in the Activity may increase my risk of injury. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

C. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, managers, employees, agents, affiliates, shareholders, members, independent contractors, volunteers, affiliates, subsidiaries, insurance carriers, suppliers, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I, ON BEHALF OF MYSELF AND MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, HEREBY EXPRESSLY RELEASE AND DISCHARGE AND COVENANT NOT TO SUE the Company, its officers, directors, owners, investors, managers, employees, agents, independent contractors, volunteers, affiliates, subsidiaries,

insurance carriers, suppliers, successors, and assigns from any and all such claims, demands, injuries, loss, liability, damages, costs, expenses, actions, or cause of action, notwithstanding the actions, omissions, or any negligence on the part of one or more of these parties.

D. I confirm that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity. I understand that no exercise or activity program should be undertaken without the consent of a medical doctor and I am responsible for obtaining such consent. I will follow all instructions, recommendations, and precautions of the Company at all times during the Activity. If at any time I believe conditions to be unsafe, and that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.

E. I represent that: I am not currently experiencing (and have not experienced for the last 14 days) any symptom of illness possibly related to a pandemic or epidemic, such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or loss of taste or smell; I have not traveled to areas of high infection of any illness related to a pandemic or epidemic within the last 14 days; I do not believe I have been exposed to someone with a suspected and/or confirmed case of any illness related to a pandemic or epidemic in the last 14 days; I have not been diagnosed with an illness related to a pandemic or epidemic and not yet cleared as non-contagious by state or local public health authorities; and I am following all CDC recommended guidelines as much as possible and limiting my exposure to any illness related to a pandemic or epidemic. I agree that the Company will not be liable or responsible for any injury, severe illness or illness related to a pandemic or epidemic (such as COVID-19), or death) which may occur because of the illness, regardless of the Company's actions, omissions, and/or negligence.

F. 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 reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company. I AGREE TO INDEMNIFY, REIMBURSE, AND HOLD HARMLESS Company against any claims (including, without limitation, for damages and any legal costs and expenses) arising out of or connected to my use of any of the facilities, equipment, premises, and/or services of Company.

G. I hereby consent to receive 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 hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

H. By entering any Company facility, I agree to abide by the following safety rules, as well as other safety rules communicated or posted at the facility and/or online including but not limited to the following: (1) All individuals must hit from the mat only (i.e., individuals must not swing golf clubs while standing off of the mat) and must aim toward the golf simulator screen; (2) Only the individual who is taking a turn may stand on the mat, all other players, spectators, and other

individuals must stay behind the designated mat boundary; (3) All individuals under the age of 16 must be supervised by a parent/legal guardian while on Company premises; (4) All individuals must refrain from throwing golf balls; and (5) All individuals must use common sense and be mindful of their circumstances/surroundings to avoid injuring other persons or property. I hereby acknowledge that the failure to comply with these rules and regulations may result in injury to oneself or others and do hereby agree to hold harmless the Company against any claims arising out of or connected to my failure to follow the Company's safety rules and regulations. Parents/legal guardians must supervise children at all times, including in bathrooms, and ensure children adhere to the safety rules. Company staff monitor equipment but do not supervise children.

I. If the participant is under 18 years old (the "**Minor Participant**"), the undersigned parent or legal guardian acknowledges and agrees to assume all risks, responsibilities, and liabilities related to the Minor Participant's entry onto Company premises and the Minor Participant's use of Company facilities and/or equipment. If I am signing for a Minor Participant, I represent that I am the Minor Participant's parent or legal guardian and acknowledge that I, among other things and as set forth more fully herein, assume all risk and release Company from all liability for any injury (including, without limitation, serious injury or death) to the Minor Participant. As set forth more fully in the sections above as applied to the Minor Participant, I expressly: assume all risk of the Minor Participant's injury (including, without limitation, serious injury, severe illness, illness related to a pandemic or epidemic (such as COVID-19), or death) or loss; release the Company from all liability for any claims for such injury or loss arising out of or connected to the Minor Participant's entry onto the Company premises and/or Minor Participant's use of any Company facilities, equipment, amenities and/or services, regardless of whether such injury or loss was caused by Company negligence; and agree to indemnify, reimburse, and hold harmless the Company against any claims (including for damages and any legal costs and expenses) arising out of or connected to the Minor Participant's use of any of the services, facilities, equipment, and/or premises of the Company. Participants under the age of 16 must be accompanied and supervised by a parent or legal guardian (including in the restrooms). Children under the age of 16 may not be dropped off at Company premises without a parent or legal guardian's supervision. The parent or legal guardian is responsible for ensuring that the Minor Participant follows all safety rules. The Company is in no way responsible for supervising minors. Each section in this Waiver & Release of Liability applies to the Minor Participant (e.g., Minor Participant's entry on Company premises, use of Company equipment or facilities, participation in any services or instruction provided by Company or on Company premises, and/or potential injury resulting from any such entry, use, participation, or similar activities).

J. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia

without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Chesapeake, Virginia and I hereby consent to the exclusive jurisdiction of such courts.

K. Payment for all products, services, access to equipment, and access to facilities is required in full at the point of sale. All sales are final, all payments for products, services, and access to the facility are nonrefundable and services are non-transferable. The Company reserves the right to terminate an individual's access to the facility at any point. If such termination is due, in the sole judgment of Company, to the unsafe, disruptive, uncooperative, negligent, reckless, or otherwise improper acts or omissions of, or violation of any policy or rule of Company by the client, all amounts previously paid, will be forfeited.

[SIGNATURE PAGE FOLLOWS]

By signing this Release of Liability, I acknowledge that I have read this agreement and understand all of its terms. I execute this Waiver and Release of Liability voluntarily and with full knowledge of its significance. I fully understand that I am hereby relinquishing substantial legal rights, including the right of financial recovery for injury, whether the injury results from the inherent risks of the activity or from the ordinary negligence of Company. I expressly agree that this Waiver and Release of Liability shall be binding upon myself, my spouse, parents/legal guardians, heirs, executors, administrators, and assigns (or, if signing on behalf of a Minor Participant, I represent that I have legal authority to do so and expressly agree that this Waiver & Release of Liability shall be binding upon the Minor Participant and the Minor Participant's parents/legal guardians, heirs, executors, administrators, and assigns).

Printed Name of Participant or Parent/Legal Guardian if Participant is under 18 years of age:

Minor Participant(s) Name(s) if applicable:

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____