

The Golf Club at Summerbrooke Youth & Non-Golfer Waiver Form

In consideration of the services of The Golf Club at Summerbrooke, Inc, together with all agents, owners, officers, managers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on behalf of the Golf Club at Summerbrooke, I hereby agree to release, indemnify, and discharge the Golf Club at Summerbrooke, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in golf or activities at The Golf Club at Summerbrooke entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the game.

The risks include, among other things: Getting hit by an errant golf balls, falling in water features, falling in unmarked holes. Getting hit by a golf club. Falling off a golf cart. Getting run over by a golf cart. Getting struck by a fallen tree branch. Getting struck by lightning. Being injured in an unfenced water hazard. Falling on a cart path. Driving over uneven turf. Negligence of other golfers on the course.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Golf Club at Summerbrooke for any and all claims, demands, or causes of action, which are in any way connected in my participation in The Golf Club at Summerbrooke activities or my use of any The Golf Club at Summerbrooke's equipment (including golf carts), whether caused by the negligence of The Golf Club at Summerbrooke or otherwise.
4. Should The Golf Club at Summerbrooke or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against The Golf Club at Summerbrooke, I agree to do so solely in the state of Florida, and I further agree that the substantive law of Florida shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against The Golf Club at Summerbrooke on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

THIS SECTION FOR ADULTS (18 YEARS OF AGE OR OLDER). ONLY ONE ADULT "PARTICIPANT" IS ALLOWED PER WAIVER.

Adult Participant's Signature _____ Print Name _____ Date _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION

Must be completed for all participants under the age of 18 ("Minors"). In consideration of the below named Minor(s) being permitted by The Golf Club at Summerbrooke to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless The Golf Club at Summerbrooke from any and all claims which are brought by, or on behalf of any Minor listed below, and which are in any way connected with such use or participation by such Minor. I further certify that I am the parent or legal guardian of all Minors listed in this Agreement.

Parent or Legal Guardian's Signature _____ Print Name _____ Date _____

Minor Name _____ Date of Birth _____

Minor Name _____ Date of Birth _____

Minor Name _____ Date of Birth _____

Minor Name _____ Date of Birth _____

ADULT PARTICIPANT OR PARENT/LEGAL GUARDIAN TO COMPLETE THIS SECTION:

Home Address _____ City _____ State _____ Zip _____

Phone _____ Date of Birth _____ Emergency Contact Name & Phone _____

- Check Box if you would like to receive special offers and promotional discounts via email _____ You may unsubscribe at any time.

I further grant The Golf Club at Summerbrooke the right to photograph, video tape, and/or record me and/or my child/ren and to use my or my child/ren's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. This Agreement accepted by

_____ (Employee Signature) Date _____