

Name of Spectator: \_\_\_\_\_

Name of Child/Children: \_\_\_\_\_

**SPECTATOR RELEASE AND INDEMNITY AGREEMENT**

In consideration of American Golf Corporation, \_\_\_\_\_, and their respective owners, officers, directors, employees, agents, affiliates, related corporations, successors and assigns (collectively "AGC") allowing me and/or my minor child/ward to be a spectator on the golf course, I acknowledge, appreciate and agree on behalf of myself, my minor child/ward and our heirs, assigns and representatives and next of kin (collectively "Spectator") that:

1. **ASSUMPTION OF RISK:** The risk of personal injury or property damage from using the golf course and participating in the sport is significant, **INCLUDING THE POTENTIAL FOR PERMANENT PARALYSIS AND DEATH**. Spectator is aware and familiar with the game of golf, the rules and etiquette of the game and the risks involved in participating in the sport, including but not limited to the use of clubs, balls, carts and other equipment, natural or man made hazards, and variations in terrain and surface conditions. Spectator also recognizes that golfers pose a danger to Spectator, including but not limited to errant golf balls and the close proximity of golfers practice swings. Spectator also understands and accepts that surface conditions on the golf course, walkways, stairs, parking lot and any other areas exposed to the elements of nature are subject to the deposit of rain, water from sprinklers, natural habitat/animals, and other elements such that walking or other daily activities may become dangerous. Such risks and dangers are accepted whether they are marked or unmarked, hidden, latent or obvious. **SPECTATOR FREELY ASSUMES ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF AGC OR OTHERS, AND ASSUMES FULL RESPONSIBILITY FOR SPECTATOR'S BEING ON THE GOLF COURSE.**

2. **COMPLIANCE WITH RULES:** Spectator agrees to comply with and abide by the rules and etiquette of the game, and the rules, instructions and policies of the golf course. Spectator further agrees that any minor named above will not play the game of golf nor drive a golf cart.

3. **RELEASE FROM LIABILITY AND COVENANT NOT TO SUE:** Spectator agrees to **FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE AGC** for any injuries, disability, death, loss or damage to person or property arising out of Spectator's access to the golf course, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF AGC'S ALLEGED NEGLIGENCE** or by marked, unmarked, hidden, latent or obvious defects on the premises or in the equipment used, to the fullest extent permitted by law.

4. **INDEMNITY AGREEMENT:** Spectator agrees to **INDEMNIFY, DEFEND AND HOLD HARMLESS** AGC from any and all losses, allegations, claims, legal actions, proceedings, damages, judgments and liabilities of any kind ("Losses") that arise out of being a spectator on the golf course, except to the extent such Losses are caused by AGC's gross negligence or willful misconduct. I agree to assume liability and responsibility for my and/or my minor child/ward's conduct, including any personal injury or property damage that may result from such conduct, and even though I may choose not be present or participate with said minor in the spectator activities referenced above.

5. **MEDICAL CONSENT:** I give permission in the case of injury or similar emergency involving me and/or my minor child/ward for AGC to administer CPR or first aid. In the event that I and/or said minor requires medical attention, I hereby consent to any x-rays, medical treatment or diagnosis or hospital care to be rendered under the supervision of duly licensed physicians, dentists and/or paramedics. I understand that this medical authorization is being given in advance of any specific injury or illness.

6. **PARENTAL CONSENT:** I am the parent/legal guardian of the minor named above and hereby give my permission for said minor to participate in the spectator activities referenced above at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

SPECTATOR IS AWARE THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

SPECTATOR UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

SPECTATOR HAS READ, UNDERSTOOD AND AGREED WITH ALL OF THE ABOVE, AND SIGNS THIS CONTRACT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name