

GOLF COVE RULES AND GUIDELINES, AND LIABILITY WAIVER

Cancellation / no-show policy:

Please call us at least 12 hours before reservation time for cancellations. Less than 12 hours and more than 4 hours before reservation time, we will charge 50% of the cost. For any cancellations less than 4 hours before reservation time, we will charge full cost of your reservation. Although four people (max.) are allowed per room, only one person is required to reserve a tee time for their group.

For the purposes of this document and Golf Cove's requirements, "Group" is officially defined as "those named under your reservation at the time of booking". Please note, it will be the responsibility of the individual who reserved the tee time to update/revise names of group members appropriately prior to use of the facility.

Rules and Guidelines:

1. One person for each reserved simulator room must sign a waiver when scheduling a tee time. That person shall take sole responsibility for the others in their group and will be liable for any injuries and/or claims brought upon any member of the group associated with that reservation.
2. Please wear golf shoes, running shoes or sneakers. No spikes will be allowed.
3. Clubs shall only be used when on the simulator mat and nowhere else.
4. Only one person should be present in the hitting area at a time.
5. Before you swing any club, check your surroundings to ensure no one or obstacle is within your range of swing.
6. Your shot must be directed towards the hitting screen.
7. Be alert of where you stand or walk and stay out of someone's range of swing.
8. Report any accidents immediately.
9. Members and Guests are financially responsible for any damage caused by failure to follow the directions of the Rules and Guidelines.
10. Guests and members acknowledge that photography and/or video may be recorded and used for promotional purposes without compensation.
11. Please make sure club faces are clean prior to play.
12. Keep food and drinks at the provided tables inside the simulation rooms. No food or drink is allowed on the simulator mat or near the simulation equipment.
13. The simulator room will be transitioned the next group promptly at the end of your booking time.
14. Failure to abide by any of the above procedures may result in cancellation of the remainder of your paid simulator time without compensation.

Liability Waiver:

By checking the applicable box when scheduling a tee time, or by just entering as simulation room (upon reservation scheduled by phone), you acknowledge the following:

- You are representing yourself and all individuals entering Golf Cove and the simulation room as part of your "group".
- You or anyone part of your group may be seriously injured through the use of this Golf Cove's facility;
- You agree that you are 100% at your own risk upon entering and using this facility and you release Golf Cove of any and all liability associated with yourself or anyone part of your reserved group;
- You agree to pay for any damages to the facility caused by your or anyone from your group
- You agree to assume all risk, release and indemnify Golf Cove (together with any of its managers, members,

employees, independent and agents) from any Claims (as hereafter defined).

For additional information regarding liabilities, indemnity and assumption of risk please review the document on our website entitled "Liability, Release and Indemnity, and Acknowledgement and Assumption of Risk – Definitions and Responsibilities".

I HAVE READ "GOLF COVE RULES AND GUIDELINES, AND LIABILITY WAIVER" AND AGREE TO FULLY ADHERE TO THE REQUIREMENTS OF THE FACILITY AND TAKE FULL RESPONSIBILITY FOR ANY INJURY TO MYSELF OR OTHERS IN MY GROUP AND DAMAGE CAUSED BY MYSELF OR OTHERS IN MY GROUP, UNDERSTAND THAT MYSELF AND MEMBERS OF MY GROUP ARE GIVING UP SUBSTANTIAL RIGHTS BY ENTERING THIS FACILITY AND DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I HEREBY ACKNOWLEDGE THAT THIS WAIVER IS VALID AND MAY BE ENFORCED AT THE GOLF COVE'S DISCRETION. I FURTHER AGREE THAT I HAVE KNOWINGLY AND EXPLICITLY WAIVED ANY RIGHT TO CLAIM THIS DOCUMENT IS INVALID WITHOUT A PHYSICAL SIGNATURE, AND I AM RESPONSIBLE TO REMEDY ALL DAMAGE, TO THE OWNER'S SATISFACTION, THAT IS CAUSED BY MYSELF OR ANY MEMBER OF MY GROUP.

**Liability, Release and Indemnity, and Acknowledgement and Assumption of Risk
– Definitions and Responsibilities**

On behalf of myself, my spouse, children, wards, if any, and their respective successors, assigns and in consideration of the services and activities provided by Golf Cove, its managers, members, employees, agents, officers, directors, affiliates, volunteers, participants, clients, customers, invitees, independent contractors, insurers, facility operators, Premises owners AND all other persons or entities acting in any capacity on its behalf, together with their respective successor and assigns (hereafter collectively the "The Released And Indemnified Parties"), I hereby agree to forever release, remise, discharge, defend, hold harmless and indemnify The Released And Indemnified Parties as set forth in this Agreement:

RELEASE AND INDEMNITY: For myself and on behalf of the my spouse, if any, my children and my wards, if any, and their respective successors and assigns, (hereafter collectively, the "Releasing Parties"), I hereby agree to release, remise forever discharge, defend, hold harmless, and indemnify, The Released And Indemnified Parties from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses, whether known or unknown (including but not limited to all direct, special, incidental, exemplary, punitive, and consequential damages, losses of any kind and attorneys' fees), and however caused, including without limitation by, reckless, negligent or grossly negligent conduct (hereafter collectively, "Claims") of any and all of the Releasing Parties that arise on, are based upon or result from, any act, event, occurrence or omission on the Premises during the Claim Period. Furthermore, and without limiting the foregoing, on behalf of the Releasing Parties I waive any and all Claims that any of us, whether individually or collectively, may now or in the future have against any of The Released and Indemnified Parties that arise on, are based upon, or result from, any act, event, occurrence or omission on the Premises during the Claim Period, and agree not to initiate or prosecute (or aid any other party in prosecuting) or continue to assert or maintain any such Claim of any kind whatsoever against any of The Released and Indemnified Parties in any court or otherwise with respect to the matters released or waived hereunder, including but not limited to any Claim under any common law, whether in law or equity, or federal, provincial or local statute, ordinance or rule of law

ACKNOWLEDGEMENT OF RISKS: I acknowledge that by its very nature, golfing (including indoor golf),

and related activities (the "Activities") at the Premises, present, carry and involve a serious risk of physical injury to both active participants and spectators. I acknowledge that the Activities are inherently dangerous and hazardous and acknowledge that by participating in, observing, or allowing minors of whom I have legal custody to participate in or observe the Activities, I am, on behalf of myself and on behalf of each of the Releasing Parties, expressly assuming all risks associated with the Activities and expressly contracting not to sue for any injury sustained as a result of such participation in or observation of the Activities. I understand that golfing and related activities may result in injuries ranging from minor injuries (bruises, blisters, and the like), to more serious injuries or even death. I acknowledge that golfing and related activities at the Premises subjects myself and any other participants, including but not limited to the Releasing Parties to the risk of serious bodily injury. I understand that no matter how careful the Releasing Parties may be during golfing and related activities, and that no matter how much Golf Lounge 18's employees/agents attempt to reduce the risks, the risk of serious injury (including death) is not eliminated, and remains foreseeable.

ASSUMPTION OF RISK AND LOSS: I ACKNOWLEDGE THAT ALL ACTIVITIES AT THE PREMISES, BOTH DURING AND AFTER THE CLAIM PERIOD, INCLUDING THE ACTIVITIES OF THE RELEASED AND INDEMNIFIED PARTIES THE ACTIVITIES OF THE RELEASING PARTIES AND THE ACTIVITIES OF THIRD PARTIES ARE POTENTIALLY AND INHERENTLY DANGEROUS AND I KNOWINGLY AND FREELY ASSUME ALL KNOWN AND UNKNOWN RISKS ON BEHALF OF MYSELF AND THE OTHER RELEASING PARTIES, INCLUDING WITHOUT LIMITATION ALL RISKS OF INJURY, DAMAGE AND/OR DEATH. I further agree that none of The Released And Indemnified Parties will be responsible to me or any of the Releasing Parties for the loss or theft of my personal property, or that of any of the Releasing Parties while I am on the Premises. My participation and the participation of any of the Releasing Parties (including, but not limited to my spouse, child and ward, if any) in any activities whatsoever on the Premises is purely voluntary, and I elect and agree on behalf of myself and all of the Releasing Parties (including but not limited to my child or ward, if any) to participate in those activities in spite of the risks. I further expressly agree that I will pay for the cost of medical assistance should any of The Released And Indemnified Parties request such assistance in their sole discretion on behalf of any of the Releasing Parties. I assume full financial responsibility for any damage or injury that may occur to any of the Releasing Parties while at the Premises, I fully agree to bear the costs of such any injury or damage to any of the Releasing Parties and their personal property arising on the Premises. As to any occurrence on the Premises, I further expressly assume the risk of injury or aggravation of injury resulting from any preexisting medical or physical condition of any of the Releasing Parties, irrespective of whether such medical or physical condition was known or unknown to me.

INJURIES BY AND TO THIRD PARTIES: I further and specifically acknowledge that the Releasing Parties, including myself, my spouse, my child and my ward, if any, may be injured by the actions of customers or invitees of Golf Lounge 18 at the Premises (hereafter "Third Parties"). In such event, I agree to release, discharge, waive, defend and indemnify The Released And Indemnified Parties against any Claims arising from acts or omissions of Third Parties on the Premises during the Claim Period. I also acknowledge that the acts or omissions of the Releasing Parties, including myself, my spouse, child and ward, if any, may cause injury to other customers, invitees, employees, independent contractors or agents of Golf Lounge 18 while on the Premises during the Claim Period. In such event, I agree to defend and indemnify The Released And Indemnified Parties and any third party invitee or customer against any Claim arising during the Claim Period which was caused, in whole or in part, by one or more of the Releasing Parties. INSURANCE: I certify and represent that I have adequate personal insurance

or sufficient personal assets to fully indemnify The Released And Indemnified Parties against any Claims of any of the Releasing Parties against any of The Released And Indemnified Parties for which I have an indemnity obligation under this Agreement. I further certify and represent that I have adequate personal insurance or sufficient personal assets to fully defend, hold harmless and indemnify The Released And Indemnified Parties against any Claims of any third party caused in whole or in part by any act or omission of one or more of the Releasing Parties.

REPRESENTATIONS: I represent to The Released And Indemnified Parties that all of the Releasing Parties participating in any activity on the Premises are physically able to participate in all such activities and have no pre-existing physical or medical condition, including without limitation any allergies or exercise-- induced conditions, that would endanger such participant while participating in the activities on the Premises. I further represent and warrant, that all of the Releasing Parties will conduct themselves, while on the Premises, in a safe and responsible manner so as not to endanger the lives or property of any persons. I further specifically represent that I have the authority to enter this Agreement on behalf of all of the Releasing Parties, and understand that The Released And Indemnified Parties will rely upon such representation. I further represent and warrant that I have legal and physical custody of all minor children or wards who are Releasing Parties by virtue of my signing this Agreement and have legal authority to sign this agreement on their behalf. I further agree to indemnify and hold the Released Indemnified Parties against any claim made by any third party in which it is alleged that my signing of this Agreement on behalf of any minor child or ward was unauthorized or lacking legal authority.

BASIS OF BARGAIN: I understand that Golf Lounge 18 would not allow use of the Premises (including, but not limited to the golfing activities thereon) to me, my spouse, my child or my ward, if any, without my agreement to the terms and conditions set forth herein.

CHOICE OF LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of Connecticut, without regard to principles of conflicts of law, and venue for disputes under this Agreement shall be exclusively in the courts of the Connecticut. I further agree that should Golf Lounge 18 (or any of the other Released And Indemnified Parties) be required to incur attorney's fees and costs to enforce this Agreement, I will indemnify and hold The Released And Indemnified Parties harmless for all such fees and costs.

MODEL RELEASE: I irrevocably grant Golf Lounge 18 the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

INDEMNITY: In addition to (and not In lieu of) the indemnity provisions of the Agreement set forth in other of its paragraphs, I hereby agree on behalf of myself, my child or children, and my wards, if any, to indemnify and hold harmless Golf Lounge 18 and its agents, owners, officers, directors, principals, volunteers, insurers, facility operators, land and/or premises owners, and/or any and all persons and entities acting in any capacity on behalf of Golf Lounge 18 from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments directly or indirectly arising out of, or relating to my or my spouse's my child's and my ward's, if any, acts or omissions while participating in any activities at the Premises, unless it is determined that such liability resulted from the gross negligence or willful misconduct of Golf Lounge 18.

MISCELLANEOUS: I acknowledge and agree that this Agreement is intended to be as broad and inclusive as is permitted by Connecticut law. In the event that any clause or provision of this Agreement is determined to be unenforceable as a matter of law, I intend that such clause or provision should be severed from the Agreement and that the remainder of the Agreement shall continue in full legal force and effect. I acknowledge that the Agreement represents the entire understanding of the parties with respect to the matters set forth herein and no subsequent modification is binding unless reduced to writing and signed by the party against whom enforcement is sought. I further acknowledge and agree that all pre-existing agreements, subsequent course of performance, or purported oral modifications of the terms of this agreement that purport to establish different consequences for my activities at Golf Lounge 18's facilities are null and void.

JURY TRIAL WAIVER: I, on behalf of myself and the Releasing Parties, hereby waive, to the full extent permitted by applicable law, any right the Releasing Parties, any of them, or myself may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement, the Activities, or any injury sustained or caused by any person in connection with the Activities (whether based on contract, tort or any other theory). For myself and the Releasing parties I further represent and warrant (a) that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the forgoing jury trial waiver and (b) that all parties to this Agreement been induced to enter into this agreement by, among other things, the jury trial waiver set forth in this section. I further expressly acknowledge, on behalf of myself and the Releasing Parties, that this waiver is made for the express purpose of expediting resolution of any dispute relating to this Agreement, the Activities, or any injury sustained or caused by any person in connection with the Activities between the Releasing Parties and the Released Parties.

PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MINOR: I understand that all minors, under the age of 21, must be accompanied by parents or legal guardians at all times while at Golf Lounge 18. I represent that I am duly qualified as the parent or legal guardian or authorized custodian the above listed persons (hereafter the "Minor") and that I have the authority to execute this Agreement on behalf of the Minor. I further agree to be legally bound by the provisions of this Agreement and to indemnify and hold harmless The Released And Indemnified Parties for any claims that the Minor may now have or may arise in the future during the Claim Period against any of The Released And Indemnified Parties arising on the Premises. I further agree that if it is determined that I am not the parent or legal guardian or legal custodian of the Minor, or that I did not have the authority to sign the Agreement on behalf of such Minor, I will nevertheless personally defend and indemnify The Released And Indemnified Parties for and from any Claim arising from Minor's participation in activities at the Premises.