

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to use the Mitchell Golf Company, L.L.C. (Company) building, golf simulator and related equipment and components, I hereby agree to the following Waiver and Release of Liability (Agreement):

1. Waiver and Release of Liability: My participation use of the building, golf simulator and related equipment is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). It is also reasonably foreseeable that my careless or reckless use of the building, golf simulator and related equipment will result in damage thereto. Accordingly, I agree to the following:

- a. I hereby release and hold harmless Company, its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.
- b. I recognize the physical exertion involved in the use of the building, golf simulator and related equipment, and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.
- c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Seminar, including those sustained on the premises where the Seminar is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.
- d. I will be personally liable for any and all damage to the building, simulator and related equipment caused by my careless, reckless or intentional actions.
- e. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

- a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts located in Calhoun County, Michigan, or in the Federal District Court for the Western District of Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

Dated: _____

/s/ _____
Participant
