

Agreement to Participate With Waiver and Release Liability

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

In consideration of being permitted to participate in any way in any events at any time relating to facility rental or usage, hosted by No Offseason, LLC or No Offseason Golf, LLC ("activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of golf activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

2. Fully understand that: (a) golf activities involve risks and dangers of serious bodily injury, including permanent disabilities, paralysis, and death ("risks"). (b) these risks and dangers may be caused by my own actions or inactions, the actions or interactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the "release" named below: (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time: and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the activity.

3. Hereby release, discharge, and covenant not to sue No Offseason, LLC, Brickyard Park Holdings, LLC, No Offseason Golf, LLC, its administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and owners and lessors of premises on which the activity takes place, (each considered one of the releases herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise, include negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes claim against any of the releases, I will indemnify, save, and hold harmless each of the releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent

allowed by law and agree that if any portion of the agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effects.

For parents / guardians of participants of minority age (under 18 years old at the time of this registration) This is to certify that I, as parent / guardian with legal responsibility for this Participant, have indeed read the Agreement to Participate With Waiver and Release Liability and I agree, for myself, my heirs, assigns and next of kin, to release and hold harmless and waive subrogation to No Offseason, LLC, Brickyard Holdings, LLC, No Offseason Golf, LLC, its administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and owners and lessors of premises on which the activity takes place, (each considered one of the releases herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise, include negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone my behalf, makes claim against any of the releases, I will indemnify, save, and hold harmless each of the releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I further agree to instruct my minor child to comply with the stated and customary terms and conditions for participation in the program or activity itself. If they are behaving in such a way that is not in compliance with the terms and conditions for participation in the program or activity, I will remove my child from participation and bring such to the attention of the nearest No Offseason, LLC official immediately.

Print Participants Name _____

Print Name of Parent / Guardian _____

Signature of Parent / Guardian _____

Date _____