



Liability Waiver and Release and Agreement to Arbitrate

THIS LIABILITY WAIVER AND RELEASE AND AGREEMENT TO ARBITRATE CONTEMPLATES YOUR PARTICIPATION DIRECTLY OR INDIRECTLY IN AN ACTIVITY WHICH INVOLVES PROJECTILES, INCLUDING GOLF CLUBS, TEES, GOLF BALLS, BASEBALLS, BASEBALL BATS, BASKETBALLS, FOOTBALLS, HOCKEY PUCKS, HOCKEY STICKS, LACROSSE STICKS, LACROSSE BALLS, DODGEBALLS, SOCCER BALLS AND DARTS

By signing where indicated below, I acknowledge that I have read and understand this Liability Waiver and Release and Agreement to Arbitrate (the "Agreement"), for the benefit of Digital Links NC Co. d/b/a Clubhouse, its officers, directors, owners, investors, managers, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, insurance carriers, suppliers, successors, and assigns (collectively, "Company"). This Agreement applies to the date and time indicated adjacent to my signature herein.

I understand and acknowledge that Company is the owner and operator of commercial virtual and interactive sport and dart simulators (the "Activity") and that in consideration for my being permitted lawful access to Company's premises and for being provided the ability to participate in the Activity on or about the designated portion(s) of the premises, I hereby stipulate and agree as follows:

1. I Will Use Company's Premises for the Intended Activity Only. I understand and agree that I may only use Company's facilities, equipment, premises and/or services for the Activity on and during the date(s) and time(s) as further set forth herein. I understand and agree that I am responsible for the proper use and care of the Company's facilities, equipment, premises, and/or Company's property thereon, and that I will be liable for the replacement cost of any Company facilities, equipment, or property which is damaged, destroyed or lost as a direct or indirect result of my use thereof. I further agree to abide by all Company safety rules and policies, as well as other rules and/or policies communicated or posted at Company's facilities or upon Company's premises and on the Company's website and social media page(s).

2. I Assume the Risk:

a. I UNDERSTAND AND ACKNOWLEDGE THAT THE ACTIVITY INVOLVES PROJECTILES, including without limitation golf clubs, tees, golf balls, baseballs, baseball bats, basketballs, footballs, hockey pucks, hockey sticks, lacrosse sticks, lacrosse balls, dodgeballs, soccer balls and darts, and that the Activity is dangerous. I therefore understand and acknowledge that my participation in the Activity, and my use of Company's facilities, equipment, premises, and/or services in connection therewith will be undertaken at my sole risk. I agree that I am voluntarily participating in the Activity and using Company's facilities, equipment, premises, and/or services and I ASSUME ALL RISK, including without limitation serious injury, temporary or permanent disability, death, and/or damage to personal property.

b. I represent that I am physically capable of participating in exercise and am sufficiently able-bodied to participate in the Activity. I understand and acknowledge that I am solely responsible for obtaining the necessary consent, if any, from my medical doctor in order to undertake the physical exercise and movements inherent in the Activity.

c. I understand and acknowledge that the Activity may from time to time be unmonitored or unsupervised and further that the Company does not, and is under no obligation to, provide medical treatment or services.

d. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE PREMISES AND PARTICIPATION IN THE ACTIVITY ON OR ABOUT THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, REGARDLESS OF CAUSE.

3. I Expressly Waive and Release Company from Liability. I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Company from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Company's facilities, equipment, premises, and/or services and participation in the Activity, irrespective of the cause(s) or reason(s) therefore. I understand and acknowledge that this Agreement contemplates my participation in potentially dangerous activity, including without limitation the Activity and the involvement of projectiles, and that this Agreement is therefore intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Company for all personal injury, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Company's facilities, equipment, premises, and/or services while directly or indirectly participating in the Activity.

4. I Agree to the Following Indemnification Obligations in Favor of Company. I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY THIRD-PARTY LOSSES, DAMAGES, ACTIONS, SUITS, CLAIMS, JUDGMENTS, SETTLEMENTS, AWARDS, INTEREST, PENALTIES, EXPENSES (INCLUDING ATTORNEYS' FEES), AND COSTS OF ANY KIND FOR ANY PERSONAL INJURY, LOSS OF LIFE, AND/OR DAMAGE TO PROPERTY SUSTAINED BY REASON OF, ARISING OUT OF MY USE OF COMPANY'S FACILITIES, EQUIPMENT, PREMISES, AND/OR SERVICES OR PARTICIPATION IN THE ACTIVITY IN CONNECTION THEREWITH.

5. I Authorize Medical Treatment and Am Solely Responsible for the Costs. Should the Company determine in its sole discretion that I need medical care, as a result of me being on or about Company's facilities, equipment, or premises or as a result of my participation in the Activity, I hereby authorize Company to secure, and I consent to, any medical treatment that may be given. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for acts, omissions, or damages in connection therewith. For the avoidance of doubt, this Section 5 is not to be read or interpreted to

burden or to obligate Company in a manner inconsistent with Section 2(c) of this Agreement.

6. I Accept Full Responsibility for My Personal Property. I understand and acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto or about Company’s facilities, and/or premises, or that I use during the Activity, and that the Company will not be responsible for or provide any security for my property and personal belongings.

7. I Receive No Representations by Company. I understand and acknowledge that Company makes no representation as to the condition of Company’s facilities, equipment, premises, and/or services or the safety of the Activity. I accept and will use the Company’s facilities, equipment, premises, and/or services in their respective “AS IS” condition. I understand and acknowledge that I am not relying upon any representation or statement by the Company regarding this Agreement or the facilities, equipment, premises, and/or services or then Activity, except to the extent such representations are expressly set forth in this Agreement.

8. I Agree to Handle Any Disputes Through Arbitration and I Accept North Carolina as Governing Law. I understand, acknowledge and agree that any controversy or claim arising out of or relating to this Agreement will be submitted to and settled by final and binding arbitration in the City of Greensboro, Guilford County, North Carolina, in accordance with the then-governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the State of North Carolina, without giving effect to the principles of conflicts of law of such state.

9. I Consent to Company’s Release of My Name and Contact Information. I hereby consent to Company’s disclosure of my name and any contact information to any injured or aggrieved party whose injury and/or loss arises out of or is created by reason of my use of Company’s facilities, equipment, premises, and/or services or in connection with my direct or indirect participation in the Activity.

10. I Recognize That Any Waiver Must Be By Mutual Assent Confirmed In Writing. I understand and acknowledge that no waiver of any term or right in this Agreement will be effective unless in writing, signed by myself and the Company. I understand and acknowledge that the failure of Company to enforce any provision of this Agreement will not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

11. Survival. I understand and acknowledge that any provision of this Agreement providing for performance by myself or the Company after termination of this Agreement will survive such termination and will continue to be effective and enforceable.

12. Severability. I understand and acknowledge that if any provision or portion of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions will remain in full force and effect.

13. Entire Agreement; Modification; Binding Effect. I understand and acknowledge that this Agreement is the entire agreement between myself and the Company with respect to the subject matter hereof and supersedes any prior agreement or communications between myself and the Company, whether written, oral, electronic, or otherwise. I understand and acknowledge that no change, modification, amendment, or addition of or to this Agreement will be valid unless in writing and signed by myself and the Company. I understand and acknowledge that this agreement will be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY UNDERSTAND AND ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND I UNDERSTAND THAT I AM GIVING UP SIGNIFICANT LEGAL RIGHTS, INCLUDING THE RIGHT TO PURSUE LEGAL RECOURSE AGAINST THE COMPANY BY ANY OTHER MEANS OTHER THAN BINDING ARBITRATION. I UNDERSTAND AND ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

By: _____
Name: _____ (“I”, as used throughout this Agreement)
Date: _____

Minor Participation

If I am signing for a person under the age of eighteen (18) years old (a “Minor”), I represent that I am the Minor’s parent or legal guardian or I have permission from the Minor’s parent or legal guardian to sign on behalf of the Minor’s parent or legal guardian to, among other things and as set forth within this Agreement, assume all risk and release Company from all liability for any injury to or cause by the Minor.

Minor Name: _____

By: _____
Name: _____ (Parent or Legal Guardian Print Name)
Date: _____