

# Assumption of Risk, Release of Liability & Waiver

Participant Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date: \_\_\_\_\_

## 1. Activities and Risks

I understand that participation at Vaulted Greens includes indoor golf simulator play, putting, practice swings, use of golf clubs and golf balls, walking on turf and other surfaces, use of stairs/elevator/access routes, attendance at social or club events, and other recreational activities (collectively, the “Activities”).

I understand the Activities involve inherent and other risks, including without limitation: being struck by a golf club or golf ball; ricochet or rebound; slips, trips and falls; strains, sprains and other physical exertion injuries; equipment malfunction; misuse of equipment by me or others; collisions with persons, furnishings or structures; and acts or omissions of other members, guests, participants, vendors, or third parties. Serious injury, property damage, disability, or death can occur.

## 2. Safety Responsibilities

I agree to follow all posted and communicated safety instructions and House Rules; remain clear of another person’s swing area; verify that the hitting area is clear before swinging; use equipment only as intended; stop activity if I believe a condition is unsafe; and promptly report damaged equipment, unsafe conditions, or injuries.

## 3. Assumption of Risk

I knowingly and voluntarily assume the inherent and reasonably foreseeable risks of the Activities, whether known or unknown, including risks arising from my own conduct and the conduct of other participants.

## 4. RELEASE OF CLAIMS, INCLUDING ORDINARY NEGLIGENCE

TO THE FULLEST EXTENT PERMITTED BY IOWA LAW, I RELEASE AND DISCHARGE VAULTED GREENS, LLC, ITS MEMBERS, OWNERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, LANDLORDS, AFFILIATES, INSURERS, SUCCESSORS, AND ASSIGNS (THE “RELEASED PARTIES”) FROM CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO MY PARTICIPATION IN OR PRESENCE AT THE ACTIVITIES, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE, NEGLIGENT ACTS, OR NEGLIGENT OMISSIONS OF A RELEASED PARTY, TO THE EXTENT SUCH CLAIMS MAY LAWFULLY BE RELEASED.

I understand that this paragraph is intended to release claims based on the Released Parties’ own ordinary negligence. It is not intended to release any claim that cannot lawfully be waived or released.

## 5. Covenant Not to Sue

To the fullest extent permitted by law, I agree not to bring a claim against a Released Party for a claim that I have validly released under this agreement.

## 6. Medical Care

If I am injured or become ill, I authorize Vaulted Greens personnel or others present to contact emergency services. I understand Vaulted Greens does not undertake a duty to provide medical care and I am responsible for medical expenses I incur.

## 7. Personal Property

I am responsible for my clubs, electronics, vehicles, and other personal property. Vaulted Greens is not responsible for lost, stolen, or damaged personal property except to the extent liability cannot lawfully be excluded.

## 8. Voluntary Participation; Fitness

I am voluntarily participating. I am responsible for determining whether I am physically able to participate safely and for modifying or stopping activity when appropriate.

## 9. Severability and Iowa Law

This agreement is governed by Iowa law. If any provision is unenforceable, it will be enforced to the maximum lawful extent or severed, and the remaining provisions will remain effective.

## 10. Acknowledgment

I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT AFFECTS LEGAL RIGHTS AND INCLUDES A RELEASE OF CLAIMS FOR ORDINARY NEGLIGENCE. I SIGN IT KNOWINGLY AND VOLUNTARILY.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Electronic Signature / Acceptance ID: \_\_\_\_\_

## Minor Participants — Do Not Use Adult Form Alone

For a participant under 18, Vaulted Greens should use a separate Iowa-counsel-approved minor participation / parental consent form. Iowa law has special limitations concerning a parent's pre-injury waiver of a child's claims, so the adult waiver should not simply be repurposed for minors.