PARTICIPANT WAIVER AND RELEASE OF LIABILITY

Upon entry and use of the Taylor Golf Simulator and related equipment and components, located at 208 South Broad Street Edenton, NC (Premises) I hereby agree to the following

1. Waiver and Release of Liability: My use of the building and equipment is voluntary, and I hereby agree to release and forever discharge Taylor Golf Sim, Taylor Theater, its operators, investors, employees, volunteers and all persons or entities acting in any way on its behalf from any claim, demand, loss, liability, damages or attorney costs whatsoever arising from, related to or resulting from the use at the Premises.
2. Acknowledgement of risks: I acknowledge that by its very nature, golfing (including indoor golf), and related activities at the premises present, carry and involve a serious risk of physical injury to both active participants and spectators. I acknowledge that by participating in, observing, or allowing minors of whom I have legal custody to participate in or observe the activities, I am absolutely assuming all risks associated with the activities which could be minimal, serious, and/or result in death or loss/damage to personal property. It is also reasonably foreseeable that my careless or reckless use of the building, golf simulator, and related equipment will result in damage thereto. I hereby agree to follow the procedures and safety rules of the venue which are intended to protect the players, spectators and other guests. I will personally be held liable and responsible for all damage to the building, simulator, occupants and related equipment caused by my careless, reckless or intentional actions.
3. Miscellaneous: I acknowledge and agree that this Waiver and Agreement is intended to be as broad and inclusive as is permitted by North Carolina Law. If any portion of this Agreement is deemed to be unenforceable as a matter of law, I intend that such portion should be severed from the Agreement and that the remainder of the Agreement shall continue in full legal force and effect. I relinquish and give all rights to my likeness and or images that may be taken while using the equipment to be used for advertising, marketing and its various programs. I acknowledge that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of responsibilities by participating in events and entering this facility.

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