**WAIVER AND RELEASE OF LIABILITY**

CONSENT, ASSUMPTION OF RISK, RELEASE OF CLAIMS AND COVENANT NOT TO SUE
I, the undersigned party, **Premier Golf + Fitness, a NYS Limited Liability Company.**

**(“Premier Golf + Fitness”)**, in consideration of Premier Golf + Fitness granting me access to its facilities, hereby agree as follows: (1) To assume the risk of harm, injury or death to myself or my guests which may arise out of

my participation in any manner at Premier Golf + Fitness facilities;

(2) To release and discharge PREMIER GOLF + FITNESS and its employees, members, agents, and volunteers from liability for any and all claims and causes of action, of whatsoever kind of nature, which I or my guests may have as a result of any harm or injury to ourselves arising from the use of PREMIER GOLF + FITNESS’s facilities;

(3) To not institute or prosecute any actions or suits at law or in equity, nor aid any institution or prosecution of any claim, demand, action or cause of action against PREMIER GOLF + FITNESS, its employees, members, agents, or volunteers, for any personal injury, property damage, costs or attorneys' fees sustained or that might be sustained by myself or my guests which are related to, resulting from, or connected in any manner with the aforesaid use of PREMIER GOLF + FITNESS's facilities;

(4) That this Waiver and Release of Liability may be pleaded as a complete defense to any action or proceeding that may be brought or instituted by me or my guests or by our respective heirs or legal representative heirs or legal representatives; and

(5) That I agree to indemnify and save and hold harmless PREMIER GOLF + FITNESS, its employees, members, agents, and volunteers, and each of them from any loss, liability, damage, or cost, including reasonable attorney's fees, which arises as a result of our breach of this Waiver and Release of Liability.

**I AM FULLY AWARE OF THE RISKS ASSOCIATED WITH INDOOR GOLF AND FITNESS TRAINING, PARTICULARLY AS THEY EXIST IN THE CONFINES OF AN ENCLOSED INDOOR AREA, INCLUDING THE POSSIBLE RECKLESS CONDUCT OF OTHER PARTICIPANTS. I HAVE CAREFULLY READ THIS AGREEMENT, AGREE TO ACCEPT ANY AND ALL INHERENT RISKS OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH AND SIGN IT VOLUNTARILY.**

I AGREE THAT THIS WAIVER AND RELEASE OF LIABILITY IS IRREVOCABLE AND EFFECTIVE AS OF THE DATE SET FORTH BELOW AND FOR ALL TIMES THAT I USE PREMIER GOLF + FITNESS’S FACILITIES HEREAFTER.

Print FIRST and LAST NAME :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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