Welcome to Eagle Club Indoor Golf! We are very excited for your visit and want to make your experience as enjoyable as possible. This is an important legal document. Please allow yourself sufficient time to carefully read and understand the entire document because by signing it you are agreeing to give up certain legal rights. You agree to the following policies in consideration of Eagle Club Indoor Golf allowing you to use our facilities.

1. **Assumption of Risk**

   You know and understand the scope, nature, and extent of the risks involved in participating in indoor golf and that these risks include, but are not limited to: equipment malfunction; defective and/or negligent design and/or manufacture of equipment; carelessness and/or negligent instruction and/or supervision; negligent rescue operations; and being hit by a golf club or a golf ball. You agree that we are not responsible for these and other unexpected occurrences and that you will play at your own risk and voluntarily, freely and expressly choose to incur all risks associated with using our facilities, understanding that those risks may include personal injury, damage to property, and/or death.

2. **Safety Rules.**

   You agree to follow our safety rules, which are intended to protect you and other guests.

3. **Exemption and Release From Liability.**

   You exempt and release the following persons, corporations, and organizations: Eagle Club Indoor Golf and SharChen Golf, Inc. and each of their directors, officers, agents, employees and consultants (collectively the “Releasees”), from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to you or your property, or your death, while upon the premises, whether resulting from the negligence and/or other fault, either active or passive, of any of the Releasees, or from any other cause.

4. **Covenant Not to Sue.**

   You agree never to institute any suit or action at law or otherwise against any of the Releasees, or to initiate or assist in the prosecution of any claim for damages or cause of action which you may have by reason of injury to your person or property, or your death, arising from the activities covered by this Agreement, whether caused by the negligence and/or other fault, either active or passive, of any of the Releasees, or from any other cause. You further agree that your heirs, executors, administrators, personal representatives, and/or anyone else claiming on your behalf may have by reason of injury to your person or property, or your death, arising from activities covered by this Agreement, whether caused by the negligence and for other fault, either active or passive, of any of the Releasees, or from any other cause. You hereby so instruct your heirs, executors, administrators, personal representatives and/or anyone else claiming on your behalf. Should any such suit or action at law or otherwise be instituted against any of the Releasees, you agree that such Releasees shall be entitled to recover attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

5. **Indemnity Against Third Party Claims.**

   You agree to indemnify, save and hold harmless the Releasees from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of the Releasees or from any other cause.
6. **Representations and Warranties.**

You represent and warrant that you have no physical infirmity, except those listed below, and are not under treatment for any other physical infirmity or chronic ailment or injury of any nature.

_____________________________
(List infirmities, if any)

7. **Applicable Law.**

You agree that the law of the State of California shall apply to issues involving the construction, interpretation, and validity of this Agreement and that California law shall govern any dispute between the parties arising from the activities contemplated by this Agreement.

8. **Waiver of Jury Trial and Venue.**

Should this Agreement be violated and suit be brought against any of the Releasees, each party waives their right to a jury trial, and San Francisco, California shall be the venue for any such suit.

9. **Severability.**

You agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the state of California and that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against each party.

10. **Acknowledgement.**

You hereby acknowledge that you have read all of the provisions above and fully understand the terms and conditions expressed therein and agree to be bound by such terms and conditions.

11. **Continuation of Obligations.**

You agree that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during your visit at our facilities.
Equipment Rental Policy

You agree to the following policies in consideration of you using our equipment.

1. You Are Responsible For Golf Equipment.

You are responsible for the golf equipment you use and agree to return the equipment to us in the same condition as we provided it to you. You also agree to only use it for its intended recreational use and to not remove or alter any numbering, lettering, bar code, insignia or anything else on the equipment.

2. Damaged or Missing Equipment.

You agree to leave your credit card with us in exchange for borrowing our equipment. We will return your credit card to you once the equipment has been returned in the same condition as we provided it to you. We will not store your credit card information, but if any of the equipment is lost or returned to us damaged beyond normal wear and tear, as determined in our sole discretion, you authorize us to charge to your credit card the replacement cost of the equipment. You agree that we have no duty to mitigate our replacement cost, such as attempting to fix damaged equipment or find missing items.

3. Warranty Disclaimer.

We do our best to provide high quality rental equipment, but you agree that the equipment is provided on an “As Is” and “With All Faults” and that we do not make any representation or warranty whatsoever, expressed or implied, with respect to the equipment, including, but not limited to, its design, performance, condition, merchantability or fitness for use for any particular purpose.

4. Repossession of Rental Equipment.

We reserve the right to repossess the equipment at any time and for any reason, including if you use the equipment in a manner that violates the terms of this agreement or the law or if it appears that the equipment has been abandoned.

5. Continuation Of Obligations.

You agree that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which you use our equipment.

We hope you agree these terms for using our facilities are fair. If so, please sign below and enjoy your experience at Eagle Club Indoor Golf!

By signing this, you agree to the terms of our Release of Liability, Assumption of Risk and Indemnity Agreement and the Equipment Rental Policy to its full effect.

________________________________________
(Signature)

Print Name: ________________________________

Date: ______________________