



## **Pixel ParTee LLC**

### **Mobile Golf Simulator Waiver and Release of Liability**

#### **READ CAREFULLY BEFORE SIGNING**

By signing this agreement, you (the “Participant,” or the legal guardian of the Participant if under 18) acknowledge and agree to the terms and conditions for participating in any activity involving Pixel ParTee LLC Mobile Golf Simulator.

#### **1. Assumption of Risk**

I acknowledge that participating in activities involving the Pixel ParTee LLC Mobile Golf Simulator involves inherent risks, including but not limited to: physical exertion; impact with golf balls or equipment; slips or falls; malfunction of equipment; and potential injury caused by misuse, negligence, or unforeseen hazards. I voluntarily assume full responsibility for any and all risks of injury, loss, or damage—foreseeable or unforeseeable—associated with participation in the simulator or related activities.

#### **2. Release and Waiver of Liability**

In consideration for being permitted to participate, I hereby release, waive, and discharge Pixel ParTee LLC, its owners, employees, agents, contractors, affiliates, and representatives from any and all liability, claims, demands, actions, or causes of action arising from or related to any injury, loss, damage, or death that may occur as a result of my participation, whether caused by negligence or otherwise, to the fullest extent permitted by law.

#### **3. Use of Facility and Equipment**

I agree to follow all posted rules, guidelines, and instructions provided by Pixel ParTee LLC staff. I accept full responsibility for the proper use of the simulator and related equipment. I understand that I may be held financially responsible for any damage to equipment or property resulting from negligence, reckless conduct, or misuse by myself or a minor under my supervision.

#### **4. No Guarantee of Supervision**

I understand that while staff may be present to assist, Pixel ParTee LLC is not responsible for supervising each participant at all times. I acknowledge that it is my responsibility—or the responsibility of the parent or guardian—to ensure safe and appropriate behavior during use of the simulator.

## 5. Medical Conditions and Emergencies

I affirm that I am in good health and physically capable of participating in golf simulator activities. I acknowledge that Pixel ParTee LLC does not provide medical personnel or treatment. In the event of a medical emergency, I authorize Pixel ParTee LLC to seek emergency care on my behalf and agree to be financially responsible for any related medical expenses.

## 6. Photography and Media Release

I grant Pixel ParTee LLC permission to take photographs or video recordings during simulator use and to use such media for marketing and promotional purposes, including on social media and digital/print materials, without compensation.

To opt out of this release, I understand that I must notify Pixel ParTee LLC in writing prior to participation.

## 7. Minors

If I am signing on behalf of a minor, I certify that I am the minor's parent or legal guardian and accept full responsibility for the minor's participation, including all risks and liabilities described in this agreement.

## 8. Indemnification

I agree to indemnify and hold harmless Pixel ParTee LLC, its owners, employees, agents, and affiliates from any claims, damages, losses, or legal expenses arising out of my (or my child's) actions, conduct, or negligence while participating in simulator activities.

## 9. Governing Law

This agreement shall be governed by the laws of the State of Georgia. Any legal action arising from this agreement shall be filed in a court of competent jurisdiction in Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Hall, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Newton, Paulding, Pickens, Pike, Rockdale, Spalding, Walton County, Georgia.

By selecting the box below, I confirm that I have read and understood this Waiver and Release of Liability Agreement. I understand that I am giving up certain legal rights by signing this document, and I do so voluntarily.