



# MORLEY CUSTOM GOLF LLC

## Indoor Simulator Lesson Waiver & Release of Liability

In consideration of being permitted to participate in golf instruction and use the indoor golf simulator facility at Morley Custom Golf ("MCG") in Eau Claire, Wisconsin, I agree as follows:

**ASSUMPTION OF RISK:** I understand that participation in golf instruction and simulator use involves inherent risks, including but not limited to being struck by a golf club or ball, slips or falls, equipment malfunction, property damage, serious injury, or death. I voluntarily assume all such risks, known and unknown.

**RELEASE AND WAIVER:** I release, waive, and discharge Morley Custom Golf, its owners, employees, instructors, agents, and representatives ("Releasees") from any and all claims, demands, causes of action, damages, losses, liabilities, or expenses arising out of or related to my participation, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted under Wisconsin law.

**MEDICAL RESPONSIBILITY:** I certify that I am physically fit to participate and accept full responsibility for any medical costs arising from injury sustained at MCG.

**PROPERTY DAMAGE:** I agree to be financially responsible for any damage to the facility or equipment caused by my careless, reckless, or intentional acts.

**LESSON-ONLY POLICY:** I acknowledge and agree that:

- Simulator use is for instructional lessons only (no recreational play).
- A maximum of two (2) golfers are permitted per session — no exceptions.
- MCG personnel must be present at all times.
- Only one person may occupy the hitting area at a time.
- Failure to follow instructor direction or safety rules may result in immediate termination of the session without refund.

**SAFETY RULES:** I agree to follow all posted rules and instructor directions, including maintaining safe swing clearance, directing all shots toward the screen, keeping food/drink away from equipment, and refraining from alcohol, drugs, smoking, or vaping on the premises.

GOVERNING LAW & VENUE: This Agreement shall be governed by Wisconsin law. Any legal action shall be brought exclusively in Eau Claire County, Wisconsin.

SEVERABILITY: If any portion of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM WAIVING SUBSTANTIAL LEGAL RIGHTS, AND SIGN IT FREELY AND VOLUNTARILY.

Participant Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

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

**If under 18:**

Parent/Guardian Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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