

Name of Child _____

PARENTAL CONSENT/MINOR LIABILITY RELEASE AND INDEMNITY AGREEMENT

I, _____, am the parent/legal guardian of the minor named above. I hereby give my permission for said minor to use the golf course, driving range, practice facilities, tennis courts, swimming pool and other facilities at _____.

In consideration of American Golf Corporation, the above-named club/golf course, and their respective owners, officers, directors, employees, agents, affiliates, related corporations, successors and assigns (collectively "AGC") allowing my minor child/ward to use the club/golf course and participate in the sports, programs, events and activities at the club/golf course, I acknowledge, appreciate and agree on behalf of myself, my minor child/ward and our heirs, assigns and representatives and next of kin (collectively "Participant") that:

1. **ASSUMPTION OF RISK:** The risk of personal injury or property damage from using the facilities at the club/golf course and participating in sports at the club/golf course is significant, **INCLUDING THE POTENTIAL FOR PERMANENT PARALYSIS AND DEATH.** Participant is aware and familiar with all of the sports in which he/she is participating at the club/golf course. Participant is aware and familiar with the game of golf, the rules and etiquette of the game and the risks involved in participating in the sport, including but not limited to the use of clubs, balls, carts and other equipment, natural or man made hazards, and variations in terrain and surface conditions. Participant also recognizes that other participants pose a danger to Participant, including but not limited to errant golf balls and the close proximity of participants taking practice swings. Participant also understands and accepts that surface conditions on the golf course, tennis courts, swimming pool, walkways, stairs, parking lot and any other areas exposed to the elements of nature are subject to the deposit of rain, water from sprinklers, water from the swimming pool, natural habitat/animals, and other elements such that walking or other daily activities may become dangerous. Such risks and dangers are accepted whether they are marked or unmarked, hidden, latent or obvious. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF AGC OR OTHERS, AND ASSUMES FULL RESPONSIBILITY FOR PARTICIPANT'S USE OF THE GOLF COURSE AND PARTICIPATION IN THE SPORT.**

2. **COMPLIANCE WITH RULES:** Participant agrees to comply with and abide by the rules and etiquette of the sports in which he/she is participating, and the rules, instructions and policies of the club/golf course.

3. **RELEASE FROM LIABILITY AND COVENANT NOT TO SUE:** Participant agrees to **FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE AGC** for any injuries, disability, death, loss or damage to person or property arising out of Participant's access to the club/golf course or participation in the sports at the club/golf course, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF AGC'S ALLEGED NEGLIGENCE** or by marked, unmarked, hidden, latent or obvious defects on the premises or in the equipment used, to the fullest extent permitted by law.

4. **INDEMNITY AGREEMENT:** Participant agrees to **INDEMNIFY, DEFEND AND HOLD HARMLESS** harmless AGC from any and all losses, allegations, claims, legal actions, proceedings, damages, judgments and liabilities of any kind ("Losses") that arise out of Participant's use of the club/golf course or participation in the sports at the club/golf course, except to the extent such Losses are caused by AGC's gross negligence or willful misconduct. I agree to assume liability and responsibility for my minor child/ward's conduct, including any personal injury or property damage that may result from such conduct, and even though I may choose not be present or participate with said minor in the activities referenced above.

5. **MEDICAL CONSENT:** I give permission in the case of injury or similar emergency involving my minor child/ward for AGC to administer CPR or first aid. In the event said minor requires medical attention, I hereby consent to any x-rays, medical treatment or diagnosis or hospital care to be rendered under the supervision of duly licensed physicians, dentists and/or paramedics. I understand that this medical authorization is being given in advance of any specific injury or illness.

PARTICIPANT IS AWARE THAT THIS AGREEMENT IS LEGAL BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

PARTICIPANT UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

PARTICIPANT HAS READ, UNDERSTOOD AND AGREED WITH ALL OF THE ABOVE, AND SIGN THIS CONTRACT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated _____

By _____
Signature of Parent/Legal Guardian

Print Name

Telephone Number:

Emergency Contact Name and Telephone Number:

ADDENDUM A

AGREEMENT FOR PRIVATE SWIMMING LESSONS

I, _____, desire to retain the services of Joanne McDonald to provide swimming lessons at Lomas Santa Fe Executive Golf Course (“Property”)

I understand that, in providing swimming lessons to me or my minor child/ward, Joanne McDonald is not acting as an employee of American Golf Corporation (“AGC”), the operator of the Property at which I or my minor child/ward will receive swimming lessons, nor will she have any authority to act on behalf of AGC in any way. I understand that Joanne McDonald has control of the manner and means of providing services, including other swimming instructors, to me or my minor child/ward. I agree that I will not, on behalf of myself or my minor child/ward, assert any claim or legal action against AGC arising from or pertaining to Joanne McDonald’s provision of services to me or my minor child/ward. I agree that I or my minor child/ward will comply with all laws and regulations and all rules or regulations established by AGC for use of the Property.

Dated: _____, _____

Customer Name:

Signature:
