

CONSENT AGREEMENT AND WAIVER

FOR GOOD AND VALUABLE CONSIDERATION, including, but not limited to my minor child, _____ (*print child's full legal name*), being permitted to participate in various school-related and extracurricular golf and related activities (collectively, the "**Program**") to be conducted at Golf In Venice ("**includes Capri Isles, Calusa Lakes and Waterford Golf Clubs**"), I, my successors, heirs, assigns, executors, administrators, spouse, and next of kin, agree as follows:

PARENT/GUARDIAN AUTHORIZATION

I fully understand that my child's participation in athletic activities, by nature, involves a risk of serious injury or death, including economic losses, which may result not only from my child's actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas at the Golf Facility, the rules of play, or this type of Program.

I fully realize the dangers of my child participating in such activities, and fully assume all risks associated with my child's participation in such activities, including, without limitation, any and all risks of bodily injury to my child, including medical or hospital bills, permanent or partial disability, death, and damages to my property, caused by or arising from my child's participation in the Program.

I acknowledge the Golf Facilities are owned by Coral Hospitality ("**Owner**"), but that the Owner will not be responsible for operating or otherwise administering the Program.

I covenant not to sue or present any claim for personal injury, property damage, or wrongful death against Owner or its affiliates, or such parties' respective officers, members, managers, directors, trustees, employees, agents, or representatives (collectively, the "**Released Parties**"), for any loss of or damage to property, injury, or death suffered or incurred by any person, including, without limitation, my child, while at the Golf Facilities (including, without limitation, while participating in, observing, or otherwise being involved in the Program while at the Golf Facilities).

I hereby release, waive, discharge, and relinquish the Released Parties from any liability, loss, damage, claim, demand, or cause of action of any and all kinds, nature, and character whatsoever, known or unknown, including, but not limited to, any liability, loss, damage, claim, demand, or cause of action arising out of or in connection with the Released Parties' negligence in connection with my child's activities while at the Golf Facility (including, without limitation, while participating in, observing, or otherwise being involved in the Program while at the Golf Facilities).

I fully understand I am giving the Released Parties a general release of any and all claims, present and future, that I and my child may have against the Released Parties. I understand that the granting of the foregoing release and covenant not to sue is an express condition to my child being permitted to enter onto the Golf Facility and participate in the Program thereon.

To the fullest extent permitted by law, I hereby further hereby agree to indemnify and defend the Released Parties (with counsel selected by the Released Parties) from any liability, loss, damage, claim, demand, or cause of action of any and all kinds, nature, and character whatsoever, known or unknown, arising out of or in connection with my child's activities while at the Golf Facility (including, without limitation, while participating in, observing, or otherwise being involved in the Program while at the Golf Facilities).

I verify that my child has been checked by a licensed physician prior to entering onto the Golf Facility or participating in the Program and that my child is in good health and has no physical condition that would prevent him/her from participating fully in any event.

I acknowledge and agree that in connection with my child's participation in activities at the Golf Facility, photographs, pictures, slides, movies, or videos of my child may be taken without compensation, and I consent, in perpetuity, to the Released Parties' royalty-free use of the photographs, pictures, slides, movies, or videos for any legal purpose.

I agree to be fully responsible for and to ensure my child's adherence, at all times, to the Golf Facility's rules and regulations, as well as the rules and regulations of the Program, all as may be amended from time to time.

If the undersigned, their heirs, assigns, executor, administrator, spouse, or next of kin, fail to comply with any of the provisions of this Agreement and the Owner takes action to enforce this document, the undersigned, their heirs, assigns, executor, administrator, spouse and next of kin hereby agree to pay the costs and expenses, including attorney's fees and costs incurred in preparation for or participating in any arbitration, litigation, and/or appeal in connection with the enforcement of this document, as determined by the court or arbitrator. Jurisdiction and venue for any dispute or enforcement action pertaining to this Agreement shall lie solely in a court of competent jurisdiction in the county in which the Golf Facility is located, and in no other venue or forum. In the event any sentence or provision of this Agreement is deemed unenforceable or invalid, the balance of this Agreement (or such provision) shall remain valid and shall be enforced to its fullest extent under applicable law. Signatures hereon transmitted by facsimile or electronic mail shall be deemed original for all purposes. **THE UNDERSIGNED HEREBY KNOWINGLY AND IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY DISPUTE OR ENFORCEMENT ACTION RELATED TO THIS AGREEMENT AND ELECTS TO HAVE ANY SUCH DISPUTE TRIED ONLY AT A BENCH TRIAL.**

THIS AGREEMENT RELIEVES THE OWNER AND ITS AFFILIATES, AND SUCH PARTIES' RESPECTIVE OFFICERS, MEMBERS, MANAGERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM LIABILITY FOR BODILY INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE BY NEGLIGENCE, AND CONTAINS OBLIGATIONS TO INDEMNIFY AND DEFEND SAID PARTIES IN CERTAIN CIRCUMSTANCES. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS, AND ASSUME ALL RISK BY SIGNING IT AS THE PARENT/GUARDIAN OF THIS CHILD, AND SIGN VOLUNTARILY.

PARENT / GUARDIAN:

Signature: _____

Printed Name: _____

Date: _____

Primary Phone: _____

Secondary Phone: _____

Email: _____