



# Fox Hollow Golf Course, LLC (Fox Hollow) Individual Release and Waiver of Liability

This form must be signed and received by Fox Hollow prior to participating in activities at Fox Hollow

## Release, Assumption of Risk and Indemnity

In consideration of being permitted to participate in activities in the Fox Hollow Sports Dome, I acknowledge the following:

I understand the nature of the activities at Fox Hollow, and I am qualified, in good health, and in proper physical condition to participate in any such activity. I further agree and warrant that at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the activity.

I fully understand that: (a) activities at Fox Hollow involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death, (b) these risks and dangers may be caused by my own actions or inactions, the actions of others participating in the activity, the conditions in which the activity takes place, or the negligence of the "releases" named below, and (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all the responsibility for losses costs and damages I incur as a result of my participation in any activity at Fox Hollow or that of the minor in the activity.

I hereby release, discharge and covenant not to sue Fox Hollow, its members, administrators, agents, employees, sponsors, advertisers, lessors of the premises on which the activities take place, each considered one of the "Releasees" herein FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liability, damage or cost which may incur as a result of such claim.

I have read this agreement, fully understand its terms, warrant that I have signed it freely and without inducement or assurance of any nature and intent it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

If participant is a Minor: Minor's Name: \_\_\_\_\_ Age: \_\_\_\_\_

I, the Minor's parent or legal guardian, understand the nature of the activities at Fox Hollow, and the minor's experience and capabilities, and warrant the minor to be qualified, in good health and in proper physical condition to participate in such activities. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasee's from all liability, claims, demands, losses, or damages on the minor's account cause or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operation and further agree that if despite this release, I, minor, or anyone on the minor's behalf makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liability, damage or cost which may incur as a result of such claim.

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

Printed Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

