AGREEMENT, WAIVER AND RELEASE

In consideration of being permitted by Kids Golf Association LLC to participate in activities at select locations, facilities, school campuses and golf courses offering Kids Golf Association's golf programs. I hereby waive, release and discharge any and all claims for damage for personal injury or property damage which I may have, or which may hereafter accrue to me, as a result of participation in activities at said facilities. This release is intended to discharge in advance Kids Golf Association LLC, its officers, employees and agents from any and all liability arising out of or connected in any way with my participation in activities at this or any other Kids Golf Association LLC program location even though that liability may arise out of negligence or carelessness on the part of those parties. It is understood that activities such as the ones I will be participating in involve an element of risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold harmless, Kids Golf Association LLC, its officers, employees and agents from any loss, liability, damage, cost or expense which they may incur as the result of any injury or property damage that I may sustain while participating in any activity at this or any other Kids Golf Association LLC program location. I understand that by participating all Participants consent to photos and/or videos taken by Kids Golf Association LLC staff during this activity to be used in any or all Kids Golf Association LLC publications and websites.

CONSENT OF PARENT/GUARDIAN (If Participant is a minor)

I am the parent or legal guardian of the participant listed above. I hereby consent that the participant may participate in activities at this, or any other Kids Golf Association LLC facility and I hereby execute the Agreement, Waiver and Release on his/her behalf. I hereby affirmatively state that the said Participant is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost or expense that they may incur as result of any injury or property damage that said participant may sustain while participating in activities at any such Kids Golf Association LLC facility.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND KIDS GOLF ASSOCIATION LLC AND I SIGN IT OF MY OWN FREE WILL.