

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT FOR
METRO EAST GOLF ACADEMY LLC**

The Participant (or parent if Participant is under 18 years old) understands that Metro East Golf Academy LLC operates golf instruction at Yorktown Golf Course. The Participant desires to participate in activities offered by Metro East Golf Academy LLC which include, but are not limited to, camps, clinics, tournaments, hitting golf balls on the driving range, chipping, putting, and the use of training aids (the "Activities"). The Participant (or parent if Participant is under 18 years old) understands that the Participant's participation in the "Activities" could be physically and mentally stressful and dangerous and could lead to injury. The Participant (or parent if Participant is under 18 years old) hereby freely, voluntarily, and without duress executes this Release and Waiver under the following terms:

I acknowledge and represent that I understand the nature of the Activities and that I am, and my child is qualified, in good health, and in proper physical condition to participate. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue participation.

I am fully aware of the ongoing novel coronavirus (COVID-19) pandemic, and I am familiar with the Centers for Disease Control and Prevention (CDC) guidelines regarding COVID-19. I understand that COVID-19 is extremely contagious, and I understand the hazards of contracting COVID-19, which may result in personal injury, illness, permanent disability, and death.

I acknowledge that participating in the Activities greatly increases the risk of becoming exposed to and infected by COVID-19. Notwithstanding the serious risks associated with COVID-19, I voluntarily choose to participate and/or allow my child to participate in the Activities run by Metro East Golf Academy LLC.

I also agree and acknowledge that there may be some inherent risks involved with the use of golf clubs and equipment from programs offered by Metro East Golf Academy LLC, and that participation in the Activities could involve many risks, including without limitation, risk of physical illness or injury. I understand that such risks may come from any number of sources, including the actions or inactions of one's self, those of the other participants, the surrounding conditions, or a staff member.

Therefore, I, the Undersigned, acknowledge, understand, and assume full responsibility for the risks of property damage, illness, injury, and death posed by COV-19. I further acknowledge, understand, and assume full responsibility for the many other risks inherent with the Activities, such as bodily injury and other risks and social economic losses either unknown to me or not readily foreseeable, and assume full responsibility for all such risks and responsibility for any losses, costs or damages I incur as a result of my and/or my child's participation in the Activities.

I, the Undersigned, on behalf of myself and/or my child, and any/all of our personal representatives, executors, administrators, heirs, next of kin, successors and assigns, do HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Metro East Golf Academy LLC, its affiliates, subsidiaries, owners, directors, officers, agents, employees, and staff (the "Releasees") from any and all claims, liabilities, demands and causes of action of any kind whatsoever for any damage, injury, illness, disability, loss, or death related to (a) COVID-19 or (b) other risks described above, that I and/or my child may otherwise have or claim in connection with attendance at Metro East Golf Academy LLC clinics, camps, and tournaments whether arising from negligence of the Releasees or otherwise.

I, the Undersigned, on behalf of myself and/or my child, and any/all of our personal representatives, executors, administrators, heirs, next of kin, successors and assigns, do HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS, AND REIMBURSE the Releasees and each Releasee from any expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney's fees) that they may incur arising out of or related to my and/or my child's use of or presence at Metro East Golf Academy Activities.

I understand that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (the "Agreement") is governed by the laws of the state of Illinois. I acknowledge and expressly agree that this Agreement is intended to be construed as broadly as permitted under Illinois law, and that if any part or provision of this Agreement is deemed by any court to be invalid, void, or unenforceable for any reason, the remainder of the terms and provisions of this Agreement shall remain in full force and effect.

I hereby give Metro East Golf Academy LLC, and its Releasees the irrevocable right to use photographs or video in all forms and media in all manners, including composite, for advertising, surveillance, or marketing for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

I HAVE CAREFULLY READ THIS AGREEMENT, I FULLY UNDERSTAND ITS TERMS. I HAVE SIGNED IT VOLUNTARILY, AND THERE HAVE BEEN NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT. I UNDERSTAND THAT I AM SIGNING THIS AGREEMENT BOTH ON MY OWN BEHALF AND/OR ALSO ON BEHALF OF MY MINOR CHILD FOR WHOM I, AS THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, HAVE FULL AUTHORITY TO SIGN. I ALSO UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO RECOVER DAMAGES FROM METRO EAST GOLF ACADEMY LLC FOR THE INJURY, ILLNESS, OR DEATH FROM EXPOSURE TO COVID-19 OF MYSELF AND/OR CHILD.

Print Name of Participant

Signature of Participant or Parent/Guardian if Participant is under the age of 18

Date

In case of Emergency:

Name of Contact

Phone number

