

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (this "**Release**") is hereby given by \_\_\_\_\_ ("**Guest**") on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**") in favor of DURAN GOLF CLUB, LLC, a Florida limited liability company ("**Duran**"), in consideration of Guest participating in golf-related activities (including, without limitation, traditional golf, smash golf, or foot golf) at the Duran Golf Club in Viera, Brevard, County, Florida (the "**Golf Club**") on the Effective Date (the "**Golf Activities**"). In connection with the Golf Activities, and Duran granting access to Guest to participate in the Golf Activities, Guest (on behalf of Guest and any minor children participating in the Golf Activities with Guest) hereby certifies and agrees as follows:

1. **ASSUMPTION OF THE RISK/RELEASE OF DURAN.** Participating in the Golf Activities is a physical activity that, by its very nature, has certain inherent risks. The specific risks vary from one activity to another, from one location to another, and from one individual to another, but the risks of playing the game of golf or other Golf Activities range from minor injuries to major and catastrophic injuries, including paralysis and death. Guest understands and agrees that it is his/her responsibility to assess the hazards presented by participating in the Golf Activities, and further agrees that he/she is the ultimate judge as to whether he/she (along with any minor children participating in the Golf Activities with Guest) can participate in the Golf Activities without risk of harm to himself/herself and others. *Guest and any minor children participating in the Golf Activities with Guest expressly assume the risk of such harm when participating in the Golf Activities.*

*Guest agrees that, in consideration of being permitted to participate in the Golf Activities at the Golf Club, Guest (on behalf of Guest and any minor children participating in the Golf Activities with Guest, as well as applicable heirs) does hereby release, waive, discharge and covenant not to sue Duran and its company members, officers, employees, agents and independent contractors, and Duran's affiliates and their respective company or corporate members, shareholders, officers, employees, agents, and independent contractors (collectively, the "**Duran Golf Club Parties**"), and each of the Duran Golf Club Parties separately, from any and all claims, causes of action or liability whatsoever, including claims based on Duran's or any other Duran Golf Club Parties' own negligence, arising from any personal injury, emotional injuries, accidents or illnesses, including death, or property loss resulting from participating in the Golf Activities at the Golf Club or the existence of a dangerous condition, whether patent or latent, on or about the Golf Club.*

2. **INDEMNIFICATION OF DURAN.** Guest agrees to hold harmless, defend and indemnify Duran and its officers, directors, employees, and independent contractors from any and all claims, proceedings, liabilities, losses, costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs (including on appellate matters), arising from or out of, directly or indirectly, from Guest's actions or the actions of any minor children participating in the Golf Activities with Guest relating to the Golf Activities, but not to the extent such liabilities, losses, costs, damages, or expenses arise from the gross negligence or willful misconduct of Duran or its officers, directors, employees, or independent contractors.

3. **BINDING EFFECT.** Guest has full power to execute this Release. The provisions of this Release shall be in full force and effect as of the time this Release is executed and at all times during and after the Golf Activities. This Release is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion hereof is held invalid, the remainder shall continue in full force and effect.

4. **ATTORNEYS' FEES/WAIVER OF JURY TRIAL:** To the extent Duran must bring a legal proceeding to enforce the terms and conditions of this Release and is the prevailing party in such legal proceeding, Duran shall be entitled to recover from Guest Duran's reasonable attorney's fees, paraprofessional costs, and litigation/dispute resolution costs incurred in connection with such legal proceeding, including any applicable dispute resolution or appellate proceedings. **GUEST AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, GUEST WAIVES A RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS RELEASE.**

**GUEST:**

Printed Name: \_\_\_\_\_