

VOLUNTARY INDEMNIFICATION AND RELEASE

“*Tiburón Golf Academy*” is an instructional golf program (the “**Program**”), is provided by TIBURÓN GOLF CLUB AT THE RITZ-CARLTON GOLF RESORT, NAPLES (the “**Club**”), and is located at the Club.

1. I acknowledge that by signing this Voluntary Indemnification and Release (“**Agreement**”) and the Medical Statement (if participant is a child), they will apply to all use of the Program in 2020.
2. If the participant is a minor child, I agree that at any time the child wishes to leave the Program, the parent or legal guardian will be contacted for immediate pickup. I therefore acknowledge that I will provide the Program with a contact number that I can be reached at any time during the hours of the Program and will provide immediate pickup of my child upon receiving a call from the Program to do so.
3. For the safety and general welfare of all Program participants and staff, the Program reserves the right to permanently dismiss any person whose conduct or influence is determined to be detrimental to the wellbeing of other participants and/or best interest of the Program.
4. If the participant is a minor child and has another parent or legal guardian, I acknowledge that by executing this Agreement I am also acting as the agent of the other parent or legal guardian. By signing this Agreement I represent that I have the authority and agreement of the other parent or legal guardian to enroll my child in the Program and to execute this Agreement on their behalf and hold them legally bound by the terms herein as if they signed themselves.
5. I understand that participation in any Program activities may involve risks despite all safety precautions. Therefore, on behalf of myself and/or as the parent or legal guardian of the minor child named herein, I assume all risks and hazards, now or in the future, whether known or unknown, incidental to the Program and/or Program activities and hereby agree to forever waive, release, discharge, indemnify and hold harmless Tiburón Golf Club at The Ritz-Carlton Golf Resort, Naples, Troon Golf, LLC and each of their respective owners, affiliates, directors, officers, agents, employees, representatives, successors and assigns, and any other parties acting on their behalf (collectively, the “**Released Parties**”) from any and all claims, liabilities, damages, expenses and costs, including, but not limited to, attorneys’ fees and costs arising out of or in connection with any illness, personal injury, death or property damage, whether or not adjudged to be foreseeable, which may now or hereafter be brought as a result of my or my child’s participation in the Program. I further acknowledge and agree that the foregoing covenants are contractually binding, are not mere recitals and that should I assert any claim in contravention of this Agreement, the asserting party shall be fully liable for the expenses and costs, including legal fees, incurred by the Released Parties in defending the claim.
6. I acknowledge that I will not hold the Released Parties responsible for the loss of or damage to clothing, electronics, or other personal belongings brought to the Program.
7. If participant is a minor child, I grant full permission for my child to ride in a golf cart that will be driven
8. If participant is a minor child, I acknowledge that by enrolling my child in the Program, permission is granted for my child to participate in all activities, including transportation within the Club’s property by golf cart, if and when necessary. If there is any activity that my child

should not participate in for any medical reason, I understand that it is my responsibility to list my child's medical condition(s) and all activities they are not able to participate in on the Medical Permission Statement. A Medical Statement must be completed for each child.

9. I hereby grant full permission to the Released Parties to use photographs, videotapes, motion pictures or any other record of me and/or my child's participation in the Program, including, but not limited to my and/or my child's name(s), likeness, and voice(s) for any legitimate purpose.
10. This Agreement shall constitute the entire agreement with respect to the subject matter hereof and shall be interpreted under the laws of the State of Florida without regard to any conflicting choice of law principles.

I am freely and voluntarily executing this Voluntary Indemnification and Release. I acknowledge that I have read (or had read to me), understand and agree to be bound by the terms hereof.

Date: _____

Signature of Participant or Parent or Legal Guardian

Print Name

Phone Number No. 1

Phone Number No. 2

If Participant is a Minor Child:

Child's Full Name: _____ DOB: _____