

# Toad Valley Golf Course Youth & Non-Golfer Waiver Form

In consideration of the services of Toad Valley Golf Course, Inc, together with all agents, owners, officers, managers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on behalf of the previously named company (collectively referred to as TVGC), I hereby agree to release, indemnify, and discharge TVGC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in golf or activities at TVGC entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the game.

The risks include, among other things: Getting hit by an errant golf balls, falling in water features, falling in unmarked holes. Getting

hit by a golf club. Falling off a golf cart. Getting run over by a golf cart. Getting struck by a fallen tree branch. Getting struck by lightning. Being injured in an unfenced water hazard. Falling on a cart path. Driving over uneven turf. Negligence of other golfers on the course.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TVGC for any and all claims, demands, or causes of action, which are in any way connected in my participation in TVGC activities or my use of any of TVGC's equipment (including golf carts), whether caused by the negligence of TVGC or otherwise.
4. Should TVGC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against TVGC, I agree to do so solely in the state of Iowa, and I further agree that the substantive law of Iowa shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TVGC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

*THIS SECTION FOR ADULTS (18 YEARS OF AGE OR OLDER). ONLY ONE ADULT "PARTICIPANT" IS ALLOWED PER WAIVER.*

Adult Participant's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION

**Must be completed for all participants under the age of 18 ("Minors").** In consideration of the below named Minor(s) being permitted by TVGC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TVGC from any and all claims which are brought by, or on behalf of any Minor listed below, and which are in any way connected with such use or participation by such Minor. I further certify that I am the parent or legal guardian of all Minors listed in this Agreement.

Parent or Legal Guardian's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Minor Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

ADULT PARTICIPANT OR PARENT/LEGAL GUARDIAN TO COMPLETE THIS SECTION:

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Date of Birth \_\_\_\_\_ Emergency Contact Name & Phone \_\_\_\_\_

- Check Box if you would like to receive special offers and promotional discounts via email**  
\_\_\_\_\_ You may unsubscribe at any time.

I further grant TVGC the right to photograph, video tape, and/or record me and/or my child/ren and to use my or my child/ren's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

This Agreement accepted by \_\_\_\_\_ TVGC Employee \_\_\_\_\_ Date \_\_\_\_\_