

Caddy's Corner Participant Waiver & Release of Liability

Effective Date: _____

Location: Caddy's Corner, Milledgeville, Georgia

1. Acknowledgment and Assumption of Risk

By reserving and/or participating in a simulator session at Caddy's Corner, I acknowledge that I am voluntarily engaging in activities involving golf simulators, golf clubs, golf balls, and related equipment. I understand that these activities involve inherent risks, including but not limited to impact injuries from golf balls or clubs, slips, trips, or falls, equipment malfunction or misuse, and health-related events such as strains, sprains, or fainting. I voluntarily assume all risks, whether known or unknown, including those arising from the negligence of Caddy's Corner, its owners, staff, or other participants.

2. Release and Waiver of Liability

In consideration for being permitted to participate, I hereby release, waive, discharge, and covenant not to sue Caddy's Corner LLC, its owners, officers, employees, agents, or affiliates ("Released Parties") from any and all liability, claims, demands, or causes of action arising out of any injury, loss, or damage I may sustain while on the premises or participating in activities, whether caused by negligence or otherwise. This includes but is not limited to personal injury, death, property damage, medical expenses, or injury caused by another participant.

3. Health and Safety

I certify that I am physically fit to participate and have no medical condition that would prevent safe participation. I agree to use all provided equipment responsibly and to follow all posted and verbal instructions from Caddy's Corner staff. Caddy's Corner reserves the right to remove any participant who fails to follow safety protocols or behaves recklessly, without refund.

4. Damage & Equipment Liability

I acknowledge that I am financially responsible for any damage to Caddy's Corner property or equipment caused by my negligence, misuse, or failure to follow safety rules. This includes but is not limited to golf simulators, sensors, screens, projectors, televisions, computers, furniture, flooring, and fixtures. I agree that Caddy's Corner may charge the cost of repair or replacement to the payment method used for my booking. Intentional damage or reckless behavior may result in a ban from future participation and possible legal action.

5. Personal Property

I acknowledge that Caddy's Corner is not responsible for lost, stolen, or damaged personal belongings.

6. Media Release

I consent to the use of photographs, video, or audio recordings taken at Caddy's Corner for marketing or promotional purposes. If I do not consent, I will notify staff in writing before participation.

7. Booking & Payment Acknowledgment

I understand that all bookings are subject to Caddy's Corner's cancellation and refund policies. By proceeding with my booking, I acknowledge that my session time begins and ends as scheduled, late arrivals may not receive full session time, and no refunds will be issued for no-shows or misuse of equipment.

8. Indemnification

I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or cost (including legal fees) incurred as a result of my participation or conduct on the premises.

9. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision is found unenforceable, the remaining sections shall remain in full force and effect.

10. Acknowledgment of Understanding

By clicking "I Agree" or signing below, I confirm that I have read this Waiver and Release in full, understand its terms, and voluntarily agree to be bound by it. I am aware that this is a release of liability and contract, and I am signing it of my own free will.

Participant Name: _____

Signature (if in person): _____

Date: _____

Parent/Guardian (if under 18): _____