

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This Agreement is entered into between Roger Lee Ferrec as Lee Ferrec Golf ("Instructor") and the undersigned ("Client"). The provision of golf instruction by Instructor to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal golf instruction, or enter our premises or use any facility or equipment on our premises for **any** purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in golf instruction or not. This includes injury or damage sustained while and/or resulting from using our premises or facility, or using any equipment, whether provided to you by Instructor or otherwise, including injuries or damages arising out of the negligence of Instructor, whether active or passive, or any of Instructor's affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any instructional equipment (mechanical or otherwise), golf studio, or other areas, bathroom, sidewalks, parking lots, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to individual or group lessons, use of golf simulator or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Instructor or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Instructor (and Instructor's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Instructor, whether active or passive, or any of Instructor's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any instructional equipment or facilities which may malfunction or break, (b) improper maintenance of any equipment, premises or facilities, (c) negligent instruction or supervision, including personal instruction, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from golf studio, including injuries resulting from Instructor's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Roger Lee Ferrec (Lee Ferrec Golf) from any loss, liability, damage, or cost Instructor may incur due to the provision of personal training by Instructor to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that Instructor offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Instructor is not in the business of selling golf equipment, or other such products to the public, and the use of such items is

incidental to the service provided by Instructor. You acknowledge and agree that Instructor does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Roger Lee Ferrec for Instructor's negligence, or for any defective product used while receiving golf instruction. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date: _____ Print Name: _____ Sign Name: _____