



230 S. 5th St, Seward, NE 68434 (402) 646-5847

Golf Simulator Waiver and Release of Liability

Location: Bottle Rocket Brewing Co., Seward, Nebraska

Activity: Use of indoor golf simulator(s), equipment, and premises

PLEASE READ CAREFULLY – THIS IS A LEGALLY BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

In consideration of being permitted to use the golf simulator(s), equipment, and facilities at Bottle Rocket Brewing Co. (the "Facility"), I, the undersigned Participant (or parent/legal guardian if signing for a minor), agree as follows:

1. **Acknowledgment and Assumption of Risk** I understand that using the golf simulator involves inherent risks, including but not limited to:
 - Injury from swinging golf clubs, flying golf balls, or other objects.
 - Trips, slips, falls, or collisions with equipment, furniture, floors, walls, or other people.
 - Equipment malfunction, improper setup, or defects in the simulator, screen, projector, mats, clubs, balls, or software.
 - Physical strain, muscle pulls, sprains, concussions, broken bones, eye injuries, or other bodily harm.
 - In rare cases, serious injury or death. These risks may be increased by alcohol consumption, fatigue, improper technique, or failure to follow rules. I voluntarily assume all such risks, known and unknown, and accept full responsibility for my safety and that of any minors in my care.
2. **Release and Waiver of Liability** To the fullest extent permitted by Nebraska law, I hereby release, waive, discharge, and agree not to sue Bottle Rocket Brewing Co., its owners, employees, agents, contractors, volunteers, affiliates, landlords, equipment suppliers, and insurers (collectively, the "Released Parties") from any and all claims, demands, losses, liabilities, damages, costs, expenses, and attorney fees arising out of or related to:

- My use of the golf simulator, equipment, or Facility.
 - Any injury, illness, death, or property damage I may sustain. This release includes claims caused in whole or in part by the negligence of the Released Parties (but not gross negligence or willful misconduct, to the extent prohibited by law).
3. **Indemnification** I agree to indemnify, defend, and hold harmless the Released Parties from any claims, losses, or expenses (including attorney fees) brought by me, my heirs, or any third party arising from my use of the Facility or my breach of this agreement.
4. **Rules and Conduct** I agree to follow all posted rules and staff instructions, including:
- Only the active golfer is allowed in the hitting area while swinging; others must stay clear.
 - Use proper golf etiquette and technique to avoid damage or injury.
 - No running, horseplay, or reckless behavior.
 - Report any equipment issues immediately.
 - I am responsible for any damage I cause to the simulator, screen, projector, clubs, balls, mats, or Facility due to careless, reckless, or intentional actions.
 - Consumption of alcohol is allowed only in accordance with Facility policies and Nebraska law; I will not use the simulator if impaired.
5. **Minors** If signing for a minor under 19 years old, I represent that I am the parent or legal guardian and accept full responsibility for the minor's compliance with this agreement and safe participation. I release the Released Parties from any claims related to the minor.
6. **Medical Authorization** In case of emergency, I authorize the Facility staff to seek medical treatment on my behalf (or the minor's behalf) and agree to be responsible for all related costs.
7. **Voluntary Participation** I confirm that my participation is voluntary, I am in good health and physically able to participate, and I have not been advised against such activity by a physician.
8. **Governing Law** This agreement shall be governed by the laws of the State of Nebraska.

I have read this Waiver and Release of Liability in its entirety, fully understand its terms, and sign it freely and voluntarily without inducement. By signing, I acknowledge that I am waiving substantial legal rights, including the right to sue for negligence.

Participant Name (Printed): _____

Signature: _____ **Date:** _____

Email/Phone (optional for contact): _____

If signing for a minor:

Minor's Name(s): _____

Relationship to Minor: _____

Emergency Contact Name/Phone: _____