



## **The Bays at West Meadows (Rolling Meadows Park District) Golf Simulator Program Waiver and Release**

### **Important Information**

Rolling Meadows Park District ("District") is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The District continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this activity must recognize that there is an inherent risk of injury when choosing to participate in recreational programs/activities. You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury, or impairment, to consult a physician before undertaking any physical activity.

### **Warning of Risk**

Golfing (whether virtual or in-person) is an activity intended to challenge and engage the physical, mental, and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of severe injury. Understandably, not all hazards and dangers can be foreseen. Risks attendant to golfing include (but are not limited to): poor conditioning or technique; being struck by a golf ball or club; inconsiderate play and horseplay; overexertion; improper technique; ignoring safety precautions and/or failing to follow instructions; slips and falls; unfamiliarity with the equipment and/or exercise, equipment failure; failure in supervision/instruction; premises defects; and other risks inherent to the particular activity exist. In this regard, it must be recognized that it is impossible for The District to guarantee absolute safety.

Dependent upon a person's physical condition, age and/or skill level, fitness activities can involve a substantial risk of the following types of injuries. This list is by no means complete, but includes some of the more common ones: heart attack, stroke and circulatory problems; bone and joint injuries; back and neck injury; muscle strain and other muscle injuries; etc.

You should always stand away from and far enough behind a player making a shot to avoid being struck by their club and golf ball in the simulator room. You should watch where you are walking and standing at all times. It is your responsibility to be aware of your surroundings, and all participants are required to inspect their surroundings and equipment to ensure safe play and agree not to participate if there are any unsafe conditions or behaviors.

### **Photo/Video Policy**

Rolling Meadows Park District takes photos and video of participants in classes, during special events and in the parks. By signing the waiver, you are giving permission to the District to use these photos and video in District publications and on the District website and social media outlets. All photos and video are the property of the District.

### **Assumption of Risk and Waiver and Release of All Claims**

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity.

I recognize and acknowledge that there are certain risks of physical injury to participants in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in this program/activity against The

District, including its officials, agents, volunteers and employees. Through my signature below, I am affirming that after a review of the rules, the equipment and facilities, that the District has demonstrated a conscious regard for participant safety. I further agree to cease all participation and contact staff immediately should any hazard or unsafe play be identified during my participation.

Participant is solely responsible for providing any and all supervision at all times during Participant's (or their minor child's/ward's) use of any facility, including but not limited to the rented facility, and all common areas. Further, Participant shall be responsible for ensuring that Participant's guests and invitees comply with all applicable rules and regulations pertaining to use of District facilities. All children 14 and under must be supervised at all times during the rental period and/or while using the simulator.

Participant shall be responsible for and will pay for any damage to District property arising out of the use of the said facility (ies) pursuant to this Agreement.

No District equipment or property will be removed from the premises without written permission of the District.

Unless otherwise permitted, no beer, liquor or any alcoholic beverages shall be brought and consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the District under this Agreement.

District does not assume any liability for property damaged, lost or stolen on the District premises, or for personal injuries sustained on the premises during Participant's use of the premises and Participant hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Participant may sustain as a result of this Agreement. Participant further agrees to waive and release the District from any and all losses, claims, suits or judgments or damages that Participant might sustain as a result of any and all activities connected with or associated with this Agreement.

### **Privacy and Security Policy**

The Rolling Meadows Park District is committed to maintaining participant's privacy in compliance with all laws. The Privacy and Security Policy outlines the types of information the Park District gathers and is available at [nbparks.org](http://nbparks.org).

I have read and fully understand the above important information, warning of risk, photo/video policy, assumption of risk and waiver and release of all claims, and agree that the District is operating with a conscious regard for my safety. If registering online or via fax, my on-line or signature shall substitute for and have the same legal effect as an original form signature (check box).

**Participant's Name** (Please Print) \_\_\_\_\_

**Participant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**If Under 18, Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

PARTICIPATION WILL BE DENIED if the signature of adult participant or parent/guardian for minor and date are not on this waiver. Note: Rolling Meadows Park District does not carry medical or accident insurance for its participants. We suggest you look at your own insurance policy to be sure you are adequately covered. The District assumes no responsibility for personal injuries or loss of personal property.