

BIRDII HOUSE SOCIAL

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

Last Updated: TODAY

In consideration of the opportunity to use Birdii House Social facilities, including the building, golf simulators, practice areas, equipment, furniture, and related amenities, I agree to the following terms:

1. WAIVER AND RELEASE OF LIABILITY

1.1 Assumption of Risk

I acknowledge that my participation at Birdii House Social is voluntary and may involve inherent risks, including but not limited to:

- Being struck by a golf ball
- Being struck by a golf club
- Golf club breakage
- Slips, trips, and falls
- Physical exertion and repetitive motion injuries
- Injuries caused by other participants
- Equipment malfunction
- Property damage
- Personal injury, illness, or death

I understand that these risks may arise from my own actions, the actions of others, facility conditions, equipment conditions, or unforeseen circumstances. I voluntarily assume all risks associated with participation.

1.2 Release of Liability

a. I release and hold harmless Birdii House Social, its owners, officers, employees, agents, volunteers, contractors, affiliates, successors, and assigns (collectively, the "Releasees") from any claims, demands, losses, liabilities, damages, costs, or expenses arising out of my participation, including claims resulting from the ordinary negligence of the Releasees.

b. I certify that I am physically capable of participating safely and have not been advised otherwise by a medical professional.

c. I accept full responsibility for any medical expenses, property damage, lost wages, or other costs that may arise from my participation.

d. I will be personally liable for any damage to Birdii House Social property caused by my careless, reckless, negligent, or intentional actions.

e. This Agreement shall be binding upon my heirs, executors, administrators, assigns, and any other party asserting claims on my behalf.

1.3 Responsibility for Guests

The individual making the reservation accepts responsibility for all guests attending under the reservation.

The reserving individual agrees to ensure all guests comply with this Agreement and all facility rules.

The reserving individual may be held financially responsible for property damage, misconduct, or rule violations committed by members of their party.

2. GENERAL PROVISIONS

2.1 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

Any legal action arising from this Agreement shall be brought exclusively in a court of competent jurisdiction located within the State of Michigan.

2.2 Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2.3 Facility Closure and Service Interruptions

Birdii House Social shall not be liable for cancellations, interruptions, delays, or closures resulting from weather conditions, power outages, equipment failures, emergencies, governmental actions, acts of God, or circumstances beyond its reasonable control.

2.4 Right to Refuse Service

Birdii House Social reserves the right to refuse service, terminate reservations, remove guests from the premises, or revoke membership privileges without refund when necessary to protect the safety of guests, staff, property, or the overall customer experience.

3. FACILITY RULES AND SAFETY REQUIREMENTS

3.1 Food, Beverages, Alcohol, Smoking, and Vaping

- Guests may bring outside food and non-alcoholic beverages into the facility.

- Alcohol is strictly prohibited on the premises.
- Smoking, vaping, and the use of controlled substances are prohibited anywhere within the facility.
- Any guest found possessing, consuming, distributing, or attempting to conceal alcohol, controlled substances, or other prohibited items may be removed from the premises immediately without refund and may lose future booking and membership privileges.
- Any individual who chooses to consume alcohol or other prohibited substances before entering or while on the premises does so entirely at their own risk. Birdii House Social, its owners, employees, contractors, agents, and representatives shall not be liable for any injury, illness, property damage, accident, criminal act, or other loss arising from or related to the possession, consumption, impairment, or misuse of alcohol or prohibited substances.
- Guests agree to indemnify and hold harmless Birdii House Social from any claims, liabilities, damages, costs, or expenses arising from their violation of this policy.
- Birdii House Social reserves the right to refuse service, terminate a reservation, remove guests from the premises, and revoke membership privileges without refund for violations of this policy.

3.2 Simulator Usage

- Only one person is permitted within the designated hitting area at any time.
- Participants must verify that all individuals are clear of the swing area before taking a practice swing or hitting a golf shot.
- All golf shots must be directed toward the impact screen.
- Golf swings shall only occur from the designated hitting mat.
- Horseplay, reckless conduct, or unsafe behavior is strictly prohibited.

3.3 Group Guidelines

- Guests under the age of 18 must be accompanied and supervised by a responsible adult.
- Participants shall respect other guests, staff, equipment, and facilities at all times.
- Excessive noise, harassment, threatening behavior, or disruptive conduct may result in removal without refund.

3.4 Equipment Responsibility

- Guests are responsible for the proper use of all equipment and facilities.
- Any damage resulting from misuse, negligence, reckless conduct, intentional acts, or violation of facility rules may result in financial responsibility for repair or replacement costs.
- Failure to follow facility rules may result in immediate termination of the session and future booking privileges without compensation.

3.5 Surveillance and Media

- The facility is monitored by video surveillance for security, safety, and operational purposes.
- Tampering with surveillance equipment, computers, launch monitors, projectors, televisions, cameras, or other facility equipment is strictly prohibited and may result in financial liability and legal action.
- Photography and video recordings may be captured and used by Birdii House Social for marketing, promotional, advertising, and social media purposes without compensation.

4. PARENT OR GUARDIAN WAIVER FOR MINORS

If signing on behalf of a participant under the age of 18, I certify that I am the parent, legal guardian, or authorized custodian of the minor participant.

I agree to all terms of this Agreement on behalf of the minor and agree to indemnify and hold harmless Birdii House Social from any claims arising from the minor's participation.

ACKNOWLEDGMENT

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.

I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING CERTAIN CLAIMS AGAINST BIRDII HOUSE SOCIAL.

I AGREE TO PARTICIPATE VOLUNTARILY AND ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION.

DIGITAL SIGNATURE AGREEMENT

By checking the waiver acceptance box, completing a reservation, purchasing a membership, entering the facility, or participating in any activity at Birdii House Social, I acknowledge that I have read, understood, and agreed to the terms of this Agreement and that my electronic acceptance shall have the same force and effect as a handwritten signature.

- BIRDII HOUSE SOCIAL