



Name of Child _____

PARENTAL CONSENT/MINOR LIABILITY RELEASE AND INDEMNITY AGREEMENT

I, _____, am the parent/legal guardian of the minor named above. I hereby give my permission for said minor to attend and participate in golf camp and golf instruction activities provided through KSMW, LLC dba Silicon Valley Golf Performance Center.

In consideration of KSMW, LLC dba Silicon Valley Golf Performance Center and their respective owners, officers, directors, employees, agents, affiliates, related corporations, successors and assigns (collectively "SVGPC") allowing my minor child/ward to attend and participate in the sport, programs, events and activities provided by SVGPC, I acknowledge, appreciate and agree on behalf of myself, my minor child/ward and our heirs, assigns and representatives and next of kin (collectively "Participant") that:

1. **ASSUMPTION OF RISK:** The risk of personal injury or property damage from participating in the sport is significant, **INCLUDING THE POTENTIAL FOR PERMANENT PARALYSIS AND DEATH.** Participant is aware and familiar with the game of golf, the rules and etiquette of the game and the risks involved in participating in the sport, including but not limited to the use of clubs, balls, carts and other equipment, natural or man made hazards, and variations in terrain and surface conditions. Participant also recognizes that other participants pose a danger to Participant, including but not limited to errant golf balls and the close proximity of participants taking practice swings. Participant also understands and accepts that surface conditions on a golf course, walkways, stairs, parking lot and any other areas exposed to the elements of nature are subject to the deposit of rain, water from sprinklers, natural habitat/animals, and other elements such that walking or other daily activities may become dangerous. Such risks and dangers are accepted whether they are marked or unmarked, hidden, latent or obvious. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF SVGPC OR OTHERS, AND ASSUMES FULL RESPONSIBILITY FOR PARTICIPANT'S ATTENDANCE AND PARTICIPATION IN ACTIVITIES OR EVENTS PROVIDED THROUGH SVGPC.**

2. **COMPLIANCE WITH RULES:** Participant agrees to comply with and abide by the rules and etiquette of the game, and the rules, instructions and policies of SVGPC's programs.

3. **RELEASE FROM LIABILITY AND COVENANT NOT TO SUE:** Participant agrees to **FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SVGPC** for any injuries, disability, death, loss or damage to person or property arising out of Participant's attendance or participation in SVGPC's programs, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SVGPC'S ALLEGED NEGLIGENCE** or by marked, unmarked, hidden, latent or obvious defects in the equipment used, to the fullest extent permitted by law.

4. **INDEMNITY AGREEMENT:** Participant agrees to **INDEMNIFY, DEFEND AND HOLD HARMLESS** harmless SVGPC from any and all losses, allegations, claims, legal actions, proceedings, damages, judgments and liabilities of any kind ("Losses") that arise out of Participant's attendance or participation in the their programs, except to the extent such Losses are caused by SVGPC's gross negligence or willful misconduct. I agree to assume liability and responsibility for my minor child/ward's conduct, including any personal injury or property damage that may result from such conduct, and even though I may choose not be present or participate with said minor in the golf activities referenced above.

MEDICAL CONSENT: I give permission in the case of injury or similar emergency involving my minor child/ward for SVGPC to administer CPR or first aid. In the event said minor requires medical attention, I hereby consent to any x-rays, medical treatment or diagnosis or hospital care to be rendered under the supervision of duly licensed physicians, dentists and/or paramedics. I understand that this medical authorization is being given in advance of any specific injury or illness.

PARTICIPANT IS AWARE THAT THIS AGREEMENT IS LEGAL BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

PARTICIPANT UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

PARTICIPANT HAS READ, UNDERSTOOD AND AGREED WITH ALL OF THE ABOVE, AND SIGN THIS CONTRACT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated _____

By _____

Signature of Parent/Legal Guardian

Print Name

Telephone Number:

Emergency Contact Name and Telephone Number:
