



# MIND BODY SWING

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This Agreement is entered into by the undersigned individual (“I” or “me”) who desires to participate in golf training, simulator use, fitness training (including physical assessments and workout sessions), recovery services, and related activities offered at Mind Body Swing, LLC (“the Company”), at any Mind Body Swing facility located within the State of Louisiana (the “Facility”).

I acknowledge that participation in these activities involves inherent risks that may result in physical or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. These risks may arise from my own actions or inactions, the actions or inactions of others, or the conditions of the Facility or equipment used.

I understand these risks may also result from the negligence, acts, or omissions of the Company, its officers, directors, employees, agents, representatives, and affiliates (the “Releasees”), including negligent emergency response or rescue operations and independent contractors providing services under the Company’s supervision.

BY PARTICIPATING IN ANY ACTIVITY AT MIND BODY SWING, I VOLUNTARILY ASSUME ALL RISKS AND ACCEPT FULL RESPONSIBILITY FOR MY PARTICIPATION. I WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST THE COMPANY AND THE RELEASEES FOR ANY INJURY, LOSS, OR DAMAGE ARISING FROM MY PARTICIPATION, INCLUDING CLAIMS ARISING FROM ORDINARY NEGLIGENCE.

This Agreement does not release claims arising from gross negligence, intentional misconduct, or any liability that cannot be waived under Louisiana law.

I authorize the Company to secure emergency medical treatment in the event of injury and agree to be solely responsible for all related costs. I release the Company from any claims arising from such treatment and understand the Company is not responsible for the quality of any medical care obtained.

I grant Mind Body Swing the right to use photos, videos, or recordings taken at the Facility for promotional, social media, educational, or marketing purposes unless I submit a written opt-out request in advance.

I certify that I am in good health and physically able to participate. If I have preexisting medical conditions or concerns, I will consult a physician before participating.

I acknowledge that I have reviewed and agree to comply with all posted Mind Body Swing facility rules and policies.

By signing below, I confirm that I have read, understood, and voluntarily agree to the terms of this Liability Waiver and Assumption of Risk, and that I am giving up substantial legal rights, including the right to sue the Company.

### PARTICIPANT

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

The parent or legal guardian (“Guardian”) of the minor participant represents that they have full authority to enter into this Agreement on the minor’s behalf, have read and understood it, and grant the same rights and permissions to the Company as outlined above.

### PARENT/GUARDIAN (if participant is a minor)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_