



## MIND BODY SWING

### RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This agreement is entered into by the undersigned individual (referred to herein as "I" or "me") who desires to participate in golf training, simulator use, fitness training (including physical assessments and workout sessions), recovery services, and any other related activities offered at Mind Body Swing, LLC (the "Company"), located at 11591 Merchant Drive, Baton Rouge, LA 70809 (the "Facility").

I acknowledge that participation in these activities carries with it 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 (collectively, the "Releasees"), including negligent emergency response or rescue operations. This includes independent contractors providing instruction, training, or services under the Company's supervision.

BY PARTICIPATING IN ANY ACTIVITY AT MIND BODY SWING, I VOLUNTARILY ASSUME ALL SUCH RISKS, WHETHER FORESEEABLE OR NOT, AND ACCEPT FULL RESPONSIBILITY FOR MY PARTICIPATION. I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST THE COMPANY AND THE RELEASEES FOR ANY INJURY, LOSS, OR DAMAGE ARISING OUT OF MY PARTICIPATION, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE COMPANY OR THE RELEASEES.

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 an injury and agree to be solely responsible for all costs related to such treatment, transportation, or evacuation. I release the Company from any claims arising from such treatment.

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 opt out in writing.

I certify that I am in good health and physically able to participate. I understand that if I have any preexisting medical conditions or concerns, I should consult a physician before participating in any activity at the Facility.

**By signing below, I confirm that I have read, understood, and voluntarily agree to the terms of this Liability Waiver and Assumption of Risk. I understand 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: \_\_\_\_\_