

RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

This Release of Liability, Assumption of Risk and Indemnification Agreement (the “Release”) is entered into by the undersigned adult participant (the “Adult Participant”), and if any minors are named below (the “Child Participants”), then this Release is also entered into by the Adult Participant on behalf of and as parent or legal guardian of such Child Participants, in favor of The Range at KC LLC, an Illinois limited liability company, and The Tee Box 36 LLC, an Illinois limited liability company (referred to herein, collectively, as the “Company”). Adult Participant, Child Participants, their heirs, successors, and assigns are hereinafter collectively referred to as the “Participant.” In consideration of the Company permitting Participant to enter the premises at 700-808 South 36th Street, Quincy, Illinois, or any other premises leased, owned or operated by the Company (the “Premises”) and participate in the Activities (as defined below), and in recognition of the Company’s reliance hereon, Participant agrees as follows:

1. **Nature of Activities.** The Company operates a golf driving range, par 3 golf course and a restaurant and bar, which offers Participants the opportunity to participate in golf related activities, and access to the Premises, restaurant and bar (collectively, the “Activities”).

2. **Types of Risks.**

a. Risks Associated with Activities. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, equipment malfunction; defective design or manufacture of equipment; improper or negligent installation of equipment; negligent maintenance of equipment; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; concussions; broken bones; physical or emotional injuries; over-exertion; being hit by a ball or club; erratic co-participant behavior; using improper form or technique; slipping, falling, or tripping; equipment failure; error of judgment by employees; paralysis, disability, or death; personal injury to third persons; or property damage. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. If you have any questions, please contact a manager before seeking admission or participating in Activities.

b. Exposure to Bacteria, Fungus, Viruses and Unknown Contagious Diseases. By entering the Premises or when engaging in the Activities, there is a risk of exposure to bacteria, fungus, viruses, unknown contagious diseases and COVID-19, and any mutation, permutation, or variation thereof (collectively, the “Contagions”), which notwithstanding governmental recommendations and the practices of the Company, cannot be eliminated.

3. **Assumption of Risk.**

PARTICIPANT IS AWARE AND UNDERSTANDS THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS (COLLECTIVELY, "LOSS"). PARTICIPANT ACKNOWLEDGES THAT ANY INJURIES THAT PARTICIPANT SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE (FAILURE TO USE SUCH CARE AS A REASONABLY PRUDENT AND CAREFUL PERSON WOULD USE UNDER SIMILAR CIRCUMSTANCES) OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY TRAINING AND/OR RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT, ON BEHALF OF ADULT PARTICIPANT AND CHILD PARTICIPANTS, IS KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

FURTHER, PARTICIPANT IS AWARE OF AND UNDERSTANDS THE RISK OF LOSS RESULTING FROM EXPOSURE TO A CONTAGION. NOTWITHSTANDING THE RISK OF EXPOSURE TO A CONTAGION, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT, ON BEHALF OF ADULT PARTICIPANT AND CHILD PARTICIPANTS, IS KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM EXPOSURE TO A CONTAGION, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

4. **Alcohol.** Participant agrees to exercise ordinary and reasonable care and to not consume alcohol to the extent Participant's judgment is impaired. Participant understands the potential risks associated with the consumption of alcohol and acknowledges Participant does not have and is not aware of any medical condition that would result in any injury to Participant due to Participant's consumption of alcohol. Participant assumes the risks associated with alcohol consumption and takes full responsibility for Participant's own actions, safety, and welfare.

5. **Waiver and Release.** Adult Participant, on behalf of himself/herself and on behalf of Child Participants, and their heirs, executors and representatives, hereby expressly waives and releases any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its board members, financial partners, officers, managers, employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, disability, death, loss or theft of personal property, or property damage arising out of or attributable to the Activities, the Contagions or the conduct of any other participants at the Premises, whether arising out of the negligence of the Company or any Releasees or otherwise. Adult Participant, on

behalf of himself/herself and on behalf of Child Participants, and their heirs, executors and representatives, covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

6. Indemnification. Adult Participant shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees arising out of or resulting from any claim of a third party, including Child Participants, related to the Activities, including any claim related to Adult Participant's own negligence or the negligence of the Company and also including any claim made by or on behalf of the Child Participants.

7. Insurance. Adult Participant hereby certifies and represents that they have adequate personal insurance or sufficient personal assets to fully indemnify the Releasees and indemnified parties against any claims for which Adult Participant has an obligation under this Release. Adult Participant further certifies and represents that Adult Participant has adequate personal insurance or sufficient personal assets to fully defend, hold harmless and indemnify the Releasees against any claims of any third party caused in whole or in part by any act or omission of one or more of the Releasees.

8. Medical. Adult Participant, on behalf of himself/herself and on behalf of Child Participants, hereby consents to receive from any licensed hospital, physician, or medical personnel any medical treatment deemed necessary if Adult Participant or Child Participants are injured or require medical attention during their participation in the Activity. Participant understands and agrees that Participant is solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation.

9. Dispute Resolution; Arbitration. Any dispute or claim arising out of or relating to this Release, breach thereof, the Premises, Activities, the Contagions, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration clause (collectively, a "Dispute") shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. The arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator.

10. License. Participant irrevocably grants the Company the right to use all or a portion of an image or video of Participant and their name and likeness in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. PARTICIPANT WAIVES THE

RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES OR VIDEOS USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY BE USED IN CONNECTION WITH THE IMAGES/VIDEOS. PARTICIPANT RELEASES THE COMPANY FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF PARTICIPANT'S STATEMENTS, VIDEOS, OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY, OR COPYRIGHT.

11. Authority. If Adult Participant signs this Release on behalf of Child Participants, Adult Participant warrants and represents to the Company that he/she is the parent or legal guardian of Child Participants (or if not the parent or legal guardian of the Child Participants, has legal authority to act for the Child Participants) and has the legal authority and such person's actual and implied authority to execute this Release on their behalf, including, but not limited to, the arbitration clause, waiver, release, indemnity agreement, and license.

12. Representations by Participant. Participant represents to the Company as follows:

- a. Participant shall obey all rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.
- b. Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
- c. Participant shall only attempt Activities that Participant can perform safely.
- d. Participant is not aware of any health problems that would prevent him/her from participating in the Activities.
- e. Participant has received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities.
- f. Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

13. Application. This Release shall remain in full force and effect for all visits by Participant to the Premises whenever they occur and that entry onto the Premises is hereafter conditional upon agreeing to the terms of this Release.

14. This Release constitutes the sole and entire agreement of the Company and Participant with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and Participant and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of

Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Adult Participant

Signature: _____

Printed Name: _____

Address: _____

DOB: _____

Date: _____

Child Participants:

(1). Name: _____

Address: _____

DOB: _____

(2). Name: _____

Address: _____

DOB: _____

(3). Name: _____

Address: _____

DOB: _____

(4). Name: _____

Address: _____

DOB: _____