## WAIVER - for adult participation in all KOHR Membership programs

I do hereby agree to participate in the voluntary KOHR Golf membership program, and certify that my physical condition is sufficient for full participation. I understand that participation involves an element of risk and danger of accidents. Knowing those risks, I hereby assume those risks and I hereby release and discharge KOHR LLC, and its owners from any and all liability resulting from my participation in any aspect of the KOHR Golf membership program. I understand it is my responsibility to inform KOHR Golf and any of it's coaches and personnel of any medical conditions or any other special needs or restrictions that I might have and to notify the appropriate individuals of any health issues that might in any way affect my active or passive participation in KOHR Golf membership programs. I hereby authorize KOHR Golf to seek and obtain medical care for me if its personnel deem it necessary to do so, and I assume responsibility for any and all costs associated with treatment for any injury or health issue that arises during my participation in the KOHR Golf program. FURTHER, I hereby agree to release. indemnify, and defend KOHR Golf, its owners, Bill McInerney or his successors, and their respective directors, officers, members, managers, employees, servants and agents from and against any claim, demand, liability, loss, damage or cost that arises from my participation in the KOHR Golf program, including without limitation attorney's fees which any of them or their representatives may have to pay if any litigation or other claim arises from my participation in the KOHR Golf membership program. I acknowledge that this waiver and release will be binding on me, and our respective successors, administrators, executors, heirs, and representatives.

## **Confidentiality and Use of Information**

Client hereby expressly grant to KOHR Golf, the right to use any information gathered as a result of this form and otherwise from Client's participation in the programs offered by KOHR Golf at the Facility that is not personally identifiable to Client (i.e., does not identify Client's person or provide facts which could lead to Client's identification) for any purpose, including without limitation, research, product and program improvements and statistical purposes.

## **Cancellation Policy**

KOHR Golf monthly memberships can be canceled at any time after initial monthly purchase. Monthly memberships are renewed automatically. Payments will continue monthly until we are notified to cancel.

## Inquiries and Freedom from Consent

Client acknowledges and agrees that Client has been given an opportunity to ask questions and has read this form, fully understands its terms, understands that Client has given up substantial rights by signing it, and signs it freely and voluntarily, without inducement. I AM AT LEAST 18 YEARS OF AGE AND HAVE READ THE ABOVE STATEMENT AND UNDERSTAND AND AGREE TO THE CONDITIONS.

Please do not hesitate to give us a call us at 888-622-KOHR (5647) if you have any questions about this form.

By submitting this waiver and membership application, I agree to have read and agree to the legal agreement above, and agree to subscribe to newsletters and promotions.