



PARTICIPANT WAIVER, RELEASE OF LIABILITY & EQUIPMENT RESPONSIBILITY AGREEMENT

Participant Name	Date of Birth	Event Date
Phone	Email	Emergency Contact / Phone

IMPORTANT: Please read before participating. By signing, you are giving up certain legal rights.

1. ASSUMPTION OF RISK

In consideration for being permitted to participate in golf simulator activities, games, rentals, demonstrations, or events provided by **PopUp Play Company**, I understand that participation involves inherent and other risks, including being struck by a golf club, golf ball, equipment, or another participant; slips, trips, falls; contact with simulator structures or enclosures; equipment malfunction; physical exertion; and hazards associated with indoor or outdoor event environments. Outdoor risks may include heat, weather, wind, rain, wet or uneven surfaces, and changing site conditions. I voluntarily participate and knowingly assume these risks.

2. RELEASE & WAIVER OF LIABILITY

To the fullest extent permitted by Florida law, I release, waive, discharge, and hold harmless **PopUp Play Company**, its owners, employees, contractors, representatives, agents, event hosts, venue owners, and affiliated parties from claims for personal injury, death, property damage, or other loss arising from my participation, **including claims arising from ordinary negligence**, except liability that cannot legally be waived. This release is intended to be as broad as permitted by Florida law.

3. SAFETY RULES

I will follow staff instructions; remain outside the designated hitting/swing area while another participant is swinging; maintain a safe distance from clubs and balls; hit only toward the designated simulator screen; use all equipment only as intended; and immediately stop if instructed. PopUp Play Company may refuse or discontinue participation when it reasonably believes a participant's conduct or condition creates a safety risk.

4. EQUIPMENT & PROPERTY RESPONSIBILITY

Equipment may include golf clubs, balls, launch monitors, computers/tablets, projectors, screens, hitting mats, simulator enclosures, electrical equipment, cables, accessories, and related items. I will not intentionally misuse, alter, move, disconnect, remove, or damage equipment. To the extent permitted by law, I may be financially responsible for loss or damage caused by my **intentional acts, theft, reckless conduct, or misuse contrary to instructions**. Normal wear, ordinary equipment failure, and damage not caused by my misconduct are excluded.

5. PERSONAL / THIRD-PARTY PROPERTY

I am responsible for my personal belongings. To the fullest extent permitted by law, PopUp Play Company is not responsible for lost, stolen, or damaged personal property except where liability cannot legally be waived. I may be responsible for third-party property damage caused by my intentional, reckless, or prohibited conduct, including intentionally hitting balls outside the designated hitting area.

6. PHYSICAL CONDITION & VENUE CONDITIONS

I am responsible for determining whether I can safely participate and will stop if I experience pain, dizziness, illness, or another condition making participation unsafe. PopUp Play Company may operate at residences, businesses, golf courses, event venues, parks, and other third-party locations. I agree to follow reasonable venue rules and participant boundaries.

7. PHOTO / VIDEO CONSENT - OPTIONAL

Circle one: **YES** / **NO** I authorize PopUp Play Company to use photographs or video of me taken during the event for reasonable promotional, website, advertising, and social-media purposes without compensation. Declining does not affect participation.

8. MINORS

If the participant is under 18, a parent or legal guardian must sign below. The parent/legal guardian consents to the minor's participation, acknowledges the risks described in this agreement, and agrees to its provisions to the extent they may legally be entered into on behalf of the minor under Florida law.

9. FLORIDA LAW / SEVERABILITY

This agreement is governed by Florida law. If any provision is held invalid or unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by law.

ACKNOWLEDGMENT: I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND IT INCLUDES AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND AGREEMENT REGARDING CERTAIN EQUIPMENT OR PROPERTY DAMAGE. I SIGN VOLUNTARILY.

Participant Signature	Date
If under 18 - Parent/Legal Guardian Name	Parent/Guardian Signature