

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "**I**" or "**me**") desires to participate in playing golf and associated activities in a golf simulator (the "**Activity**") provided by Midwest Mobile Golf, LLC, a Nebraska Limited Liability Company with offices located at 19110 Fir Street, Gretna, NE 68028 (the "**Company**"). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

By signing this agreement, you acknowledge that this Activity involves swinging of golf clubs and flying golf balls and is an inherently dangerous and risky recreational Activity. The risk of serious bodily injury can result from such Activity. In addition, you realize that the Activity can be physically intense, and the exertion required on your part may be injurious to your health. You further acknowledge that you are assuming the risk of serious bodily injury by participating in such Activity. By signing this agreement, you represent that you have no knowledge of any physical or mental condition that would prevent you from participating in this Activity.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I FURTHER ACKNOWLEDGE THAT THE RISK OF PERSONAL HARM MAY BE FROM MY DIRECT PARTICIPATION IN THE SIMULATOR OR BEING AN OBSERVER IN THE SIMULATOR OR BEING AROUND THE SIMULATOR.

NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY, SOMEONE ELSE IN THE SIMULATOR OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its members, officers, directors, manager(s), employees, agents, successors, and assigns (collectively, "Releasees"), arising out of the ordinary negligence of the Company or any Releasees or otherwise. I 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.

I 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, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or against the Company or any other Releasees in any final judgment or settlement arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

This is a complete and irrevocable release and waiver of liability. Expressly and without limitation, to the fullest extent applicable by law, I hereby release the Releasees from any liability, claim, or cause of action arising out of the Releasees' negligence. I covenant not to sue the Releasees for any alleged liabilities, claims, or causes of action released hereunder.

This Release constitutes the sole and entire agreement of the Company and me 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 me and our respective heirs, 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 Nebraska without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Omaha, Nebraska and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

Signed:

Printed Name:

Address:

Date: _____

[I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____