

**PACIFIC PINES GOLF & SOCIAL CLUB LLC
GUEST LIABILITY WAIVER AND AGREEMENT**

1. Guest Access and Facility Use

1.1 Guest Registration

All guests must be registered by a member through the official booking system prior to entering the premises. Access to the club is only permitted during the member's reserved time slot.

1.2 Facility Use and Maintenance

Guests are required to adhere to all club rules and regulations, including maintaining the cleanliness and order of the facilities. Guests must leave all golf bays and equipment in the same condition as found. Any damage or violations may result in fines and/or the loss of guest privileges for the member who brought the guest.

1.3 Food and Beverage Policy

No outside alcohol is permitted within the facility. The only alcohol allowed is during officially sanctioned member events. Pacific Pines Golf & Social Club LLC is not responsible for any actions or consequences resulting from an individual's consumption of alcohol, whether during or after their visit. Anyone found to have brought in outside alcohol or who engages in inappropriate behavior due to alcohol consumption may face immediate removal from the facility and loss of access privileges.

Smoking or vaping is not allowed within the facility. Any individual caught smoking or vaping will be subject to immediate removal.

Exceptions to this policy may be made for special events with prior approval from club management.

2. Liability and Indemnification

2.1 Guest Liability

Guests shall be held financially responsible for any damage, whether accidental or intentional, caused to the simulators, equipment, or any other property of Pacific Pines Golf & Social Club during their visit. The member who registered the guest will bear full responsibility for covering any associated costs or liabilities.

2.2 Waiver of Liability

By signing this waiver, the guest waives and releases Pacific Pines Golf & Social Club LLC, its agents, servants, employees, insurers, successors, and assigns from any and all claims, demands, causes of action, damages, or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, arising out of or in any way related to their presence, participation, or involvement at the facility, including but not limited to injuries sustained from golf clubs, golf balls, simulator equipment, or other participants.

This waiver and release is intended to and does release Pacific Pines Golf & Social Club LLC from any and all liability for damages or injuries on account of or in any way related to or growing out of the negligence of others, including the guest's own negligence, the negligence of other participants, spectators, or third parties, and the negligence of Pacific Pines Golf & Social Club LLC. This is not intended to release Pacific Pines Golf & Social Club LLC from any liability resulting from their intentional conduct.

2.3 Assumption of Risk and Safe Zone Requirements

Guests acknowledge that golf swings and simulator activities involve inherent and obvious risks, including but not limited to being struck by golf clubs, golf balls, or other equipment. To reduce such risk, all participants and spectators must remain within designated "safe zones." At Pacific Pines Golf & Social Club, the safe zone is defined as any area located behind the coffee table or other clearly marked physical barrier separating the hitting area from the viewing or lounge space.

Guests agree to remain behind the coffee table (or designated safe zone) whenever another person is swinging or using simulator equipment and will not approach the hitting area until the player has completed their swing and confirmed it is safe to proceed. Guests voluntarily assume all risks associated with being in or around simulator bays.

2.4 Indemnification Agreement

Guests agree not to institute any claims or legal action against Pacific Pines Golf & Social Club LLC for any claim released by this Agreement. Guests further agree to protect, defend, fully indemnify, and hold harmless Pacific Pines Golf & Social Club LLC for any such claims and expenses, including attorney's fees and costs incurred by the club in defending themselves or securing indemnity hereunder.

2.5 Personal Property

Pacific Pines Golf & Social Club is not responsible for the loss, theft, or damage of personal property belonging to guests while on the premises.

3. Access and Security

3.1 Access Protocols

Guests may only access the club when accompanied by a member and during the member's booked time. Guests must follow all security measures and protocols in place. Unauthorized access or breach of security protocols may result in immediate termination of guest privileges and potential legal action.

Guests understand that Pacific Pines Golf & Social Club LLC is a self-service, unstaffed facility, and that safety relies on the responsible behavior of members and guests.

4. Acknowledgment and Agreement

By signing below, the undersigned guest acknowledges and agrees that they have read and fully understand the terms and conditions set forth in this Guest Liability Waiver and Agreement. The

guest acknowledges that they have been informed of and understand the facility's safety instructions, including the requirement to remain behind the coffee table or within designated safe zones while others are swinging. Failure to follow these safety rules may result in injury or loss of access privileges. The undersigned agrees to comply with all rules, regulations, and policies of Pacific Pines Golf & Social Club and accepts full responsibility for their actions while on the premises.

