

RELEASE OF LIABILITY

READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of the WE Mini Golf Open, Stroll, and/or Crawl (“Mini Golf Open”) and associated activities thereof, organized by WE Lakewood, of 14701 Detroit Avenue, LL10, Lakewood, OH 44107 and/or use of the property, facilities, and services of participating WE Lakewood members, affiliates, vendors, and organizations, I agree to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by WE Lakewood, or the employees, volunteers, representatives, or agents of WE Lakewood.
2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the Mini Golf Open activities and I assume full responsibility for personal injury to myself and (if applicable) my family members, including any minor children, and further release and discharge WE Lakewood for injury, loss, or damage arising out of my or my family’s use of or presence upon the facilities used for the Mini Golf Open, whether caused by the fault of myself, my team, WE Lakewood, or other third parties.
3. INDEMNIFICATION. I agree to indemnify and defend WE Lakewood against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of or presence upon the facilities utilized by WE Lakewood.
4. FEES. I agree to pay for all damages to the facilities utilized by WE Lakewood caused by negligent, reckless, or willful actions by me or my team.
5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Ohio law.
6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
7. ARM’S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm’s length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. EMERGENCY CONTACT. I agree and acknowledge that it is my own responsibility to provide WE Lakewood with emergency contact information if desired.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY REGISTERING FOR THE MINI GOLF OPEN, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

DATE: June 30, 2018

AUTHORIZATION TO TAKE AND USE PHOTOGRAPHS/VIDEO

WAIVER AND RELEASE OF CLAIMS

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I hereby grant WE Lakewood, its directors, officers, employees, agents, and designees non-revocable permission to capture my image and likeness in photographs, videotapes, recordings, and any other media (collectively “Images”). I acknowledge that WE Lakewood will own such Images and further grant WE Lakewood permission to copyright, display, publish, distribute, use, modify, print, and reprint such Images in any manner whatsoever related to WE Lakewood business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by WE Lakewood prior to its use. I forever release and hold WE Lakewood harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of actions relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

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DATE: June 30, 2018