



Liability Waiver for McDuffers Virtual Golf - Adult

Participant or Spectator Information

Full Name: _____

Date of Birth: _____

Phone Number: _____

Assumption of Risks and Release of Liability

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge McDuffers Virtual Golf, Chautauqua Suites Hotel & Expo Center, their owners, agents, successors, assigns, employees, officers, directors, and affiliates, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of myself, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct or any other act or omission under New York State Law that would render a liability waiver non applicable.

I understand that the activities that I will participate/spectate in may be considered inherently dangerous and may cause, but not limited to, serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims, but not limited to damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By signing this Waiver, I assume any risk, and take full responsibility and waive any claims of, but not limited to, personal injury, death and/or damage to personal property associated with participating in virtual/simulated golf at McDuffers Virtual Golf, including, but not limited to receiving golf lessons at the facility, using the facility, using the golf area and its equipment in any manner, form or fashion, and practicing and/or engaging in golfing activities or other related activities on and off the premises. I will not engage in any dangerous or reckless behavior, including, but not limited to, running, recklessly swinging the golf club, throwing the golf club and/or golf balls, or any other behavior dangerous to myself or others, or destructive to property.

This WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.



The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of myself, whether by agreement, by operation of law, or otherwise.

Safety Rules

Please read and understand these rules before participating in any activities.

1. **Appropriate Attire:** Wear appropriate clothing/footwear and make sure shoes are clean.
2. **Equipment Handling and Care:** Handle equipment properly. Do not swing clubs in a manner that poses danger to yourself or others. Avoid horseplay and unsafe behavior. McDuffers Virtual Golf provides golf balls – if using personal golf balls, please only use white golf balls without paint, marker, or any means of marking the balls. Colored/painted golf balls can damage the screen and may affect play. Absolutely no “Happy Gilmores” or throwing of golf clubs.
3. **Maintain Distance:** Maintain a safe distance from the platform while others are swinging to prevent injuries to yourself and others. Participants are to stay within the designated virtual golfing area while swinging your club. Participants and spectators are to stay within their area designated to their simulator bay.
4. **Food and Drink:** Food and drink are available at Bellini’s Lounge during their hours of business. Food and drink are **NOT** allowed on the platform. Protect our equipment by staying at the tables while eating or drinking.
5. **Maintain Cleanliness:** Participants and spectators are expected to maintain a clean and orderly environment during their session. Any mess created, including spills or litter, must be cleaned up before the end of your allotted time. If assistance is needed, please call (716) 269-9003.
6. **Supervise Minors:** All minors (<18 years of age) must be accompanied and supervised by a parent or guardian at all times.
7. **Report Hazards:** Immediately report any equipment malfunctions, hazards or injuries. Call at (716) 269-9003.
8. **Use of Cameras:** Security cameras are in use throughout the facility for security and monitoring purposes. I understand that my actions may be captured on camera and that these recordings may be used as necessary.

Extra Costs and Charges

1. **Damage/Replacement Fee:** Damages to equipment provided by McDuffers Virtual Golf may result in repair or replacement charges, which will be the responsibility of the participant causing the damage.



I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

I have read and understand the safety rules, and I agree to follow them while participating and/or spectating in activities at McDuffers Virtual Golf to ensure my safety and the safety of others. I acknowledge that failure to comply with these rules may result in my removal without a refund.

I have read and understand that additional costs may incur if I damage equipment. I agree to fully cooperate with McDuffers Virtual Golf guidelines outlined in the safety rules and liability waiver to avoid any additional charges.

***Participant/Spectator Signature:* _____**

***Date:* _____**