

LILLI PUTT INC. PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK General Terms: I understand that the equipment and activities offered by Lilli Putt Coon Rapids do not constitute a public service or an essential service or program, but rather provide voluntary recreational activities of the type that can be obtained through similar programs at other facilities. My choice to use the equipment and participate in the recreational programs at Lilli Putt Coon Rapids are entirely voluntary.

In consideration of being allowed to use the facilities and equipment at Lilli Putt Coon Rapids, I, on behalf of myself and my minor child or legal ward, agree to the following terms:

Assumption of Risk: I and/or my minor child or legal ward will be using various equipment and engaging in various recreation activities at Lilli Putt Coon Rapids. I understand this equipment exposes participants to certain inherent and serious risks. The risks associated with the use of this equipment involve certain dangers that cannot be completely avoided or eliminated and may result in serious injury and/or potential death or disability. To the maximum extent allowed by law, I, and on behalf of my minor child or legal ward name below, ASSUME ALL RISKS for any property damage, personal injury, death or disability that may result from the use of this equipment including those arising from ordinary negligence of the Releasees who are identified hereafter.

Release and Waiver of Liability: In consideration of being permitted to participate in the activities and to use the recreational equipment, I and/or my minor child or legal ward do hereby voluntarily release, waive, and discharge all claims, law suits, and demands that I or my minor child or legal ward has or may have in the future against Lilli Putt Inc., or any of its officers, directors, employees, agents or representatives, and their successors and assigns, collectively referred to herein as ("Releasees") arising out of any damage, loss, personal injury, death or disability to me or my minor child or legal ward while using any of the equipment or participating in any of the activities offered at Lilli Putt. This Release is valid and effective whether the damage, loss personal injury, death or disability is the result of any act or omission on the part of the Releasees or from any other cause. This Release and Waiver of Liability includes, but is not limited to, any property damage, personal injury, death or disability that may occur as a result of misuse of the equipment or facility by anyone, use of any of the equipment that malfunctions or breaks, improper inspection or maintenance of the facilities, grounds or equipment, any claimed inadequate instruction or supervision, or any slipping, tripping and/or falling while in the facility or on the surrounding premises, including all of those arising from negligent acts or omission of Releasees. In accordance with Minnesota law, nothing in this Assumption of Risk, Waiver and Release of Liability Agreement should be construed as assuming any risk, or waiving or releasing any claims I or my minor child or legal ward may have for gross negligence, willful or wanton misconduct, or reckless or intentional acts by or on behalf of the Releasees.

Perpetual Effect of this Document: I agree that this Assumption of Risk, Waiver and Release of Liability Agreement extends into the future and covers any and all visits for which this Agreement applies, as well as any return or repeat visits by either myself, my minor child, or my legal ward for whom I am responsible. Severability: On behalf of myself, my minor child and/or my legal ward, I agree that if any portion of this Assumption of Risk, Waiver and Release of Liability Agreement is found to be void or unenforceable, the remaining provisions of this document shall remain in full force and effect. Lilli Putt Inc. 1349 Coon Rapids, Blvd NW Coon Rapids MN, 55433 I UNDERSTAND THAT BY EXECUTING THIS

AGREEMENT I AND MY MINOR CHILD AND/OR LEGAL WARD ARE GIVING UP ANY RIGHT TO BRING A LEGAL ACTION OR ASSERT THE CLAIM AGAINST LILLI PUTT INC. AND ALL OTHER RELEASEES IDENTIFIED HEREIN, FOR NEGLIGENCE OR FOR ANY DEFECTIVE PRODUCT ON THE PREMISES. MUST BE AT LEAST 18 YEARS OLD TO FILL OUT THIS SECTION

(All minors must be listed below) Signature of Adult Participant (At least 18 years old) or Parent/Guardian: _____ Print Name: (Adult Participant or Parent/Guardian): _____
_____ If not staying on site, please provide a phone number: _____ Today's Date: _____ Parent/Guardian and/or Adult Participant DOB (MM/DD/YYYY): ___/___/___ Birthday Party Name (If Applicable): _____ Birthday Party Start Time (If Applicable): _____ Minor Name: _____
_____ DOB (MM/DD/YYYY): ___/___/___ Minor Name: _____
_____ DOB (MM/DD/YYYY): ___/___/___ Minor Name: _____
_____ DOB (MM/DD/YYYY): ___/___/___ Minor Name: _____
_____ DOB (MM/DD/YYYY): ___/___/___