## 2023 Junior Golf After School Program David Roesch Golf

### DATES:

### <u>Thursdays</u>

May 4 May 11 May 18 May 25

Weekly lessons will be held on <u>Fridays</u> at Storms Golf Range in Brookfield beginning <u>May 4</u> and ending <u>May 25</u>. Rainouts will be rescheduled for Friday, June 2. You may register for the Thursday session.

- Sessions will take place at 4pm each Thursday listed above.
- Cost is \$110 per child for a 4-week session of lessons and range balls.
- Program is open to students in Grades 4 8.
- Kids should bring their own clubs.
- Instructors:

-David Roesch, PGA, Three-time Wisconsin PGA Teacher of the Year -Erika Pirkl, PGA, Wisconsin PGA Player Development Coordinator

To register, e-mail David Roesch at djroesch20@hotmail.com and indicate the <u>full name</u> of the golfer and <u>grade level</u> in the spring. Call David at (262) 751-6704 with questions or for additional information.

A waiver must be completed and signed for each student and submitted before the start of the first session. Print and sign the waiver form, and mail with payment (checks can be made payable to David Roesch Golf LLC) to:

David Roesch W134N6268 Windrift Pass Menomonee Falls, WI 53051

# 2023 Group Golf Lessons

Assumption of Risk, Waiver, and Release from Liability

## (PARTICIPANT NAME

HERE)\_

desires to participate in Group Golf Lessons ("LESSONS") conducted by David Roesch, PGA golf professional and his associates. This Assumption of Risk, Waiver, and Release from Liability covers the entirety of PARTICIPANT'S participation in the LESSONS, including all league activities at any locations or facilities utilized by the LESSONS, its volunteers or paid instructors.

1. **Risk Factors.** PARTICIPANT understands and acknowledges that the use of equipment and facilities utilized by the LESSONS and participation in the LESSONS involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to: the use of the equipment or facilities, the activity itself, weather, from the acts of PARTICIPANT or others, including LESSONS volunteers or from the unavailability of emergency medical care.

2. **Assumption of Risk.** PARTICIPANT is participating in the LESSONS at his/her own free will. PARTICIPANT understands that his/her participation in the LESSONS is entirely voluntary. PARTICIPANT assumes full responsibility for all risks that may arise out of or result from PARTICIPANT's participation in the LESSONS, including but not limited to those risks described in Section 1.

3. **Release, Indemnify, and Defend.** PARTICIPANT hereby releases, waives, discharges, and holds harmless LESSONS volunteers and paid instructors and all of their affiliates, predecessors, successors, trustees, officers, directors, employees, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to PARTICIPANT's participation in the LESSONS. PARTICIPANT also agrees to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to PARTICIPANT's own acts or omissions in connection with PARTICIPANT's participation in the LESSONS.

4. Prerequisite Skills. PARTICIPANT acknowledges that he/she has

the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the LESSONS. PARTICIPANT agrees that if he/she has any questions as to what skills, qualifications, or training is necessary to properly participate in the LESSONS, then he/she shall direct such questions to the appropriate volunteer.

5. **Waiver.** PARTICIPANT hereby waives any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that PARTICIPANT is releasing unknown future claims.

6. **Representatives.** PARTICIPANT enters into this agreement for him/herself, as well as for his/her heirs, assigns and legal representatives.

7. **Consent for Emergency Treatment.** PARTICIPANT consents to medical treatment for emergencies that occur during or are related to PARTICIPANT's participation in the LESSONS where PARTICIPANT is unable to consent to such treatment. PARTICIPANT understands the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to PARTICIPANT under this Section, including but not limited to Section 1 and Section 2.

8. **Insurance.** PARTICIPANT understands that he/she is solely responsible for any medical, health or personal injury costs relating to PARTICIPANT's participation in the LESSONS. PARTICIPANT understands that he/she is strongly encouraged to have a physical examination and current health insurance in place prior to any participation in the LESSONS.

9. Jurisdiction. This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Wisconsin. The parties agree to use the State of Wisconsin for Jurisdiction and the County of Waukesha as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability. 10. **Severability.** If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

#### PARTICIPANT NAME:

I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and me. In consideration for participation of such minor in the LESSONS activity, I agree to be bound by all of the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give PARTICIPANT consent to the participation in the activity of the minor and consent to medical treatment for such minor in the event of an emergency.

### PARENT OR GUARDIAN NAME:

RELATIONSHIP TO PARTICIPANT:		
SIGNATURE:		
DATE://_	PHONE:	