

Amenity Rules & Regulations
(Trackman Golf Simulator)

General Rules:

The Project has been improved with amenities, including, but not limited to, a golf simulator and other related equipment that may exist from time to time (collectively, the “Amenity”) that may be used by licensees on a first-come, first-served basis.

1. Participant acknowledges and agrees that Participant’s use of the Amenity shall be in accordance with the rules and regulations as Operator may promulgate from time to time, including any rules and regulations posted within the Project or pertaining to the Amenity. Any rules and regulations posted within the Project by Operator shall be automatically deemed to be part of these rules and regulations and are incorporated herein by such reference. Participant acknowledges and agrees that these rules and regulations for the Amenity are in addition to any other rules and regulations for the Project and shall not be read or interpreted as superseding or replacing any other rules and regulations for the Amenity.
2. Only Participants who have signed the Release are allowed use of the Amenity.
3. **Use of the Amenity is personal to Participant. Other than the golf simulator to which these Rules and the Release pertain, guests and visitors are not permitted to use any other amenities that may exist within the Project at any time, even if accompanied by Participant. Any guest or visitor using the golf simulator must sign the Release and be accompanied by a permitted and authorized Participant.**
4. Participant’s right to use the Amenity is a revocable license. Operator reserves the perpetual right, without prior notice to Participant, to (i) change the Amenity, (ii) change any equipment within or servicing the Amenity, (iii) change any condition or rule of use of the Amenity, (iv) change or alter the configuration of the Amenity, or (v) terminate Participant’s right to use the Amenity.
5. Operator may close or restrict access to the Amenity from time to time for repairs or maintenance or in other circumstances that may arise which, in the sole judgment of Operator, require the Amenity to be closed or access restricted. Participant will not be entitled to any reimbursement or damages of any kind as a result of any restriction of access or closing of the Amenity.
6. Operator, in Operator’s sole and absolute discretion, shall set the days and hours of operation for the Amenity, which may change from time to time.
7. Participant will not engage in any of the following activities in the Project or during the use of the Amenity: (i) any unsafe or disorderly act; (ii) any public or private nuisance or any other use that would reasonably disturb and interfere with the use and enjoyment of the Project or any Amenity by any other participants or person; (iii) any unlawful activity, including violation of any Laws; and (iv) any possession, distribution, sale, consumption, or use of alcoholic beverages or intoxicating liquors, illicit drugs (as considered in the state of Minnesota as of 2024), marijuana, cannabis, and/or tobacco products, including smoking, or vaping products.
8. Operator discloses and Participant acknowledges that certain parts of the Project or the Amenity may be improved with cameras that record the activity within such areas. Participant acknowledges and agrees/consents to the recording of Participant’s activity within these areas. The cameras are not intended to be monitored in real time and are not intended to act as security devices, but instead are intended to document the activities within the Project and/or Amenities for a temporary period.
9. Operator makes no representation or warranty of the condition of the Amenity or any equipment located therein. Participant assumes all risks associated with the use of the Amenity. PARTICIPANT HEREBY WAIVES ANY AND ALL CLAIMS AGAINST AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND AGREE TO DEFEND (WITH COUNSEL ACCEPTABLE TO OPERATOR) OPERATOR, ANY MANAGEMENT COMPANY OR OPERATOR RETAINED BY OPERATOR FOR THE AMENITY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARTNERS, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “OPERATOR PARTIES”) FOR, FROM AND AGAINST ANY LIABILITY, LOSS, DAMAGE, HARM, INJURY, CLAIM OR CAUSE OF ACTION, OR ANY COST OR EXPENSE, INCLUDING ANY ATTORNEYS’ FEES AND COSTS (COLLECTIVELY, “CLAIMS”) ARISING OUT OF OR RELATED TO PARTICIPANT’S USE OF THE AMENITY, THE ACTIONS OF PARTICIPANT IN OR ABOUT THE PROJECT OR THE AMENITY, AND THE LOSS, HARM, DAMAGE, OF THEFT OF ANY ARTICLE OF PERSONAL PROPERTY OWNED BY PARTICIPANT PLACED IN OR ABOUT THE AMENITY. Participant covenants that it shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against Operator or the Operator Parties arising out of or related to any such Claims. Neither Operator nor any of Operator Parties shall be responsible for or required to take any action to prevent, stop, protect against, apprehend, detain or otherwise become involved with any person or persons engaged in any robbery, pilferage, theft, burglary or other illegal action committed against or with respect to Participant, Participant’s personal property, the Project or the Amenity, or the contents within the Project or the Amenities, notwithstanding the possibility that Operator may maintain cameras or a security system within the Project or the Amenities. Participant assumes all risk of loss, harm, damage, or theft to any of Participant’s property, and indemnifies, holds harmless, acquits, releases and waives Operator and Operator’s Parties for, from, and against all Claims associated therewith.
10. Operator may revoke, in its sole discretion, Participant’s right to use the Amenity as a result of a violation of any rule or regulation of the Amenity or Participant’s agreement to the terms and conditions of the Release, Participant’s objectionable behavior or conduct when utilizing the Amenities.
11. Upon using the Amenity, Participant shall be deemed to have represented and warranted to the Operator that Participant is in good health and has no health condition, illness or communicable disease that may make Participant’s use of the Amenity potentially dangerous or injurious to Participant. Participant shall not use the Amenity if Participant has a communicable or infectious disease/illness, has tested positive and is currently positive for a communicable or infectious disease/illness, or has a health condition that may make use of the Amenity dangerous or injurious to Participant or others. In particular, by using the Amenity, Participant represents and warrants to Operator that Participant does not have a fever, cough, running nose, or any symptoms of

any communicable disease/illness and is in good health. Operator expressly reserves the right to limit the number of participants within the Amenity, require social distancing, and require masks or mouth/nose coverings.

12. Participant is aware that the use of the Amenity involves certain risks of injury and Participant expressly assumes the risks and responsibilities for any and all accidents or injuries of any kind that Participant may sustain by reason of use of the Amenity.
13. Participant will promptly report any broken or malfunctioning equipment within the Amenity to the Management Office as soon as possible.
14. There supervisor(s) on duty within the Amenity. Use of the Amenity will not be supervised, and Operator and the Operator Parties have no duty to provide any such supervision.
15. Participant is responsible to pick/clean up after Participant and properly dispose of trash.
16. Any and all personal property left in the Amenity will be discarded. Operator and Operator Parties are not responsible for any lost or stolen personal property.
17. Participant will wear proper clothing during Participant's use of the Amenity. No provocative, revealing, or sheer attire is permitted. All attire shall not be excessively revealing, sheer, or worn out. Clothing should not have offensive or inappropriate logos, symbols, graphics, or pictures. The determination of the appropriateness of any attire will be determined by Operator in its sole, absolute, and subjective discretion.
18. Only personal music players are permitted with appropriate earphones/buds for personal use, such as iPods, mobile phones or mp3 players. Personal music should not be heard by others within the Amenity. Offensive music is not permitted. The determination of the appropriateness of any music will be determined by Operator in its sole, absolute, and subjective discretion.
19. Profanity, abuse of equipment, disruptive or offensive conduct, or failure to comply with the rules and regulations of the Amenity will result in expulsion from the Amenity and possibly the Project and the revocation of the license granted to Participant. Such expulsion may be done at the sole and absolute discretion of Operator.

Participant: _____

Access Card # _____

AMENITY RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT

In consideration for a revocable license to use the golf simulator (collectively, the "Amenity") provided at Crescent Ridge Corporate Center located at 11100 Wayzata Boulevard, Minnetonka, Minnesota (the "Project"), the undersigned Participant agrees to the following Release of Liability, Waiver and Indemnification Agreement (the "Release", or "Agreement"):

1. **COMPLIANCE WITH RULES; PRIVILEGE.** Participant acknowledges that Participant has received and read and understands and agrees to comply with the rules and regulations (including posted rules and regulations) pertaining to the use of the Amenity as they may be amended, supplemented or revised from time to time ("Rules"). Participant's right to use the Amenity is a privilege and may be terminated at any time at the sole discretion of Operator (as hereinafter defined), with or without cause. Operator reserves the right to temporarily or permanently close the Amenity at any time and from time to time at the sole discretion of Operator. Participant acknowledges and agrees that this Release, the attached and incorporated Rules, including the releases, waivers, and indemnification agreements described herein, pertain solely to the use of the Amenity, and that Participant's right to use any amenities other than the golf simulator, including the fitness center may be conditioned on Participant's execution of a related waiver, release, indemnification, or similar agreement(s).

2. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** Participant acknowledges that Participant's presence in and use of the Amenity can constitute a dangerous activity and may expose Participant to a considerable risk of bodily injury, illness or death, including, but not limited to, injury or death resulting from possible malfunction of Amenity equipment; injury or death resulting from tripping, slipping, or falling; injury or death resulting from participants colliding, injury or death resulting from participating in any action in or around the Amenity, and being exposed to communicable or infectious diseases/illness, which may infect Participant and others, including members of Participant's family. **Operator makes no representation or warranty of the condition of the Amenity or its equipment or the fitness or ability of Participant to use the Amenity, including the absence of any communicable or infectious diseases/illness and Participant assumes all risks association with Participant's use of the Amenity.** Participant acknowledges that the risk of injury from the use of the Amenity is significant and may include the potential for permanent paralysis and death, head and neck injury, concussion, along with minor cuts and scrapes. Participant acknowledges that while particular rules, equipment, and personal discipline may reduce the risks associated with the use of the Amenity, Participant nonetheless knowingly and freely assumes all risks, both known and unknown, and assumes full responsibility for Participant's participation or use of the Amenity, including the participation or use of the Amenity by members of Participant's family. Notwithstanding the foregoing, Participant agrees that prior to allowing guests, family members, or other invitees of Participant to participate or use the Amenity, each of the same must sign a copy of this Release. Participant acknowledges that the Operator and Operator Parties do not provide any supervision of the Amenity and have no duty to provide any such supervision. Participant agrees that if Participant is unsure as to how to use or operate any piece of equipment within the Amenity or any aspect of the Amenity, Participant will not operate that piece of equipment or engage with that aspect of the Amenity. Participant will refrain from use of such equipment or aspect of the Amenity if Participant's health, medical condition, medical treatment, or prescription medicine makes such activities dangerous for Participant. Participant gives Operator and Operator Parties permission to summon or provide, at Participant's expense, medical personnel or treatment in connection with Participant's use of the Amenity, but Operator and Operator Parties will have no duty to do so. Furthermore, Participant releases Operator from any liability related to ineffective or negligent treatment Participant receives from any and all such medical personnel or treatment. Participant hereby consents to all necessary treatment and authorizes all steps necessary to treat any injury or condition resulting from Participant's use of the Amenity and the equipment therein.

3. **WAIVER AND RELEASE; INDEMNITY.** IN CONSIDERATION OF THE RIGHT TO USE THE AMENITY, PARTICIPANT, ON BEHALF OF PARTICIPANT, AND PARTICIPANT'S HEIRS, SPOUSE, CHILDREN, ESTATE, LEGAL REPRESENTATIVE(S), GUARDIANS, AND ASSIGNS, HEREBY WAIVES, RELEASES, AND FOREVER DICHARGES ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN OR ANTICIPATED OR UNANTICIPATED, AGAINST THE OWNER OF THE PROJECT ("OPERATOR"), ANY MANAGEMENT COMPANY OR OPERATOR RETAINED BY OPERATOR FOR THE AMENITY, , AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARTNERS, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "OPERATOR PARTIES"), FOR ANY LIABILITY, HARM, LOSS (INCLUDING, BUT NOT LIMITED TO, DAMAGED, LOST OR STOLEN PERSONAL PROPERTY), DAMAGE, INJURY, ILLNESS, DEATH, CLAIM, COST, EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) OR CAUSE OF ACTION ARISING FROM OR RELATED TO PARTICIPANT'S USE OF THE AMENITY AND ANY EQUIPMENT THEREIN, INCLUDING, BUT NOT LIMITED TO ANY OF THOSE ARISING FROM ANY COMMUNICABLE OR INFECTIOUS DISEASES/ILLNESS (COLLECTIVELY, "CLAIMS"). Participant covenants that Participant shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against Operator or the Operator Parties arising from or related to any such Claims. Participant agrees to indemnify, defend, and hold harmless Operator and the Operator Parties from all Claims arising from or relating to Participant's presence in or use of the Amenity or any breach of this Agreement. The foregoing release and indemnification is a full and complete release and covenant not to sue and applies to property damage or loss, bodily injury, illness, or wrongful death that Participant may suffer, even if caused by the negligent acts or omissions of Operator or Operator Parties.

4. **MISCELLANEOUS.** Participant confirms that Participant has full power, authority, capacity and right, without limitation to execute and deliver this Agreement and represents that Participant is 18 years of age or older. This Agreement shall be binding upon Participant, and the releases and covenants not to sue herein are binding upon Participant's spouse, legal representative(s), children, heirs, successor and assigns. **This right to use the Amenity is personal to Participant and is not assignable by Participant. Guests may not enter or use the Amenity.** This Agreement shall in no way limit the right of Operator to assign, sell, or transfer its rights under this Agreement. This Agreement shall be governed by the laws of the state of Utah. Jurisdiction for any dispute arising from this Agreement shall be in Salt Lake County, Utah. Participant consents to the personal jurisdiction of the state of Utah. Participant expressly agrees that this Agreement, including the waiver, release and indemnity provisions, is intended to be as broad and inclusive as is permitted by the laws of the state of Utah and that if any portion of this Agreement is held unenforceable by any Court of proper jurisdiction, the remainder of this Agreement shall be valid and fully enforceable to the extent as permitted by law.

Participant acknowledges that Participant has read and understands the terms and conditions of this Release and voluntarily executes and delivers this Release and agreement as of the date below.

Signature: _____ Participant Name: _____

Date: _____