

Child's Full Name \_\_\_\_\_ DOB: \_\_\_\_\_

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**TERMS OF AGREEMENT AND  
VOLUNTARY INDEMNIFICATION AND RELEASE**

A children's recreational program (the "**Program**") is being offered by BAYSIDE RESORT GOLF CLUB (the "**Club**"), and the Program is located on Club property. **THIS PROGRAM IS NOT A LICENSED CHILD CARE.**

1. I acknowledge that by signing this Terms of Agreement and Voluntary Indemnification and Release (the "**Agreement**") and the Medical Statement(s), they will apply to all Programs in 2019.
2. If at any time a child wishes to leave the Program, the parent or legal guardian will be contacted for immediate pickup. I therefore acknowledge that I will provide the Program with a contact number that I can be reached at any time during the hours of the Program and will provide immediate pickup of my child upon receiving a call from the Program to do so. If the parent or legal guardian cannot be reached, the Club will contact one of the individuals listed below to pick up the child(ren) listed herein.
3. I represent that the following persons are authorized to pick up my child from the Program (please include yourself) and that the contact information is accurate:

NAME	RELATIONSHIP	PHONE NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. For the safety and general welfare of all Program participants and staff, the Program reserves the right to permanently dismiss a child whose conduct or influence is determined to be detrimental to the wellbeing of the other children and/or best interest of the Program.
5. If the child has another parent or legal guardian, I acknowledge that by executing this Agreement I am also acting as the agent of the other parent or legal guardian. By signing this Agreement I represent that I have the authority and agreement of the other parent or legal guardian to enroll my child in the Program and to execute this Agreement on their behalf and hold them legally bound by the terms herein as if they signed themselves.

6. I understand that participation in any Program activities may involve risks despite all safety precautions. Therefore, as the parent or legal guardian of the child(ren) named herein, I assume all risks and hazards, now or in the future, whether known or unknown, incidental to the Program and/or Program activities and hereby agree to forever waive, release, discharge, indemnify and hold harmless Bayside Resort Golf Club, Troon Golf, LLC and each of their respective owners, affiliates, directors, officers, agents, employees, representatives, successors and assigns, and any other parties acting on their behalf (collectively, the “**Released Parties**”) from any and all claims, liabilities, damages, expenses and costs, including, but not limited to, attorneys’ fees and costs arising out of or in connection with any illness, personal injury, death or property damage, whether or not adjudged to be foreseeable, which may now or hereafter be brought as a result of my child(ren)’s participation in the Program. I further acknowledge and agree that the foregoing covenants are contractually binding, are not mere recitals and that should I assert any claim in contravention of this Agreement, the asserting party shall be fully liable for the expenses and costs, including legal fees, incurred by the Released Parties in defending the claim.
7. I acknowledge that I will not hold the Released Parties responsible for the loss of or damage to clothing, electronics, toys or other personal belongings brought to the Program.
8. By enrolling my child in the Program, permission is granted for my child to participate in all activities, including transportation within the Club’s property by golf cart, if and when necessary. If there is any activity that my child should not participate in for any medical reason, I understand that it is my responsibility to list my child’s medical condition(s) and all activities they are not able to participate in on the Medical Permission Statement.
9. I hereby grant full permission to the Released Parties to use photographs, videotapes, motion pictures or any other record of my child’s participation in the Program, including, but not limited to, my child’s name, likeness and voice for any legitimate purpose.
10. By my signature below, I acknowledge and agree that the foregoing covenants are contractually binding, are not mere recitals and that should I assert any claim in contravention of this Agreement, the asserting party shall be fully liable for the expenses and costs, including legal fees, incurred by the Released Parties in defending the claim.
11. This Agreement shall constitute the entire agreement with respect to the subject matter hereof and shall be interpreted under the laws of the State of Delaware without regard to any conflicting choice of law principles.
12. By completing my child’s enrollment in the Program, I hereby grant permission for the Program to email me regarding Program related information.

I am the parent or legal guardian of the child(ren) listed below, and I am freely and voluntarily executing this Terms of Agreement and Voluntary Indemnification and Release. I acknowledge that I have read (or had read to me), understand and agree to be bound by the terms hereof.

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian

Club Member Number \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Legal Guardian