

## **PARTICIPANT ACKNOWLEDGMENT**

**This Golf Lesson Agreement ("Agreement") is entered into between the undersigned Participant and Ivy Golf, LLC ("Company"). This Agreement sets forth the terms and conditions for participation in golf lessons, programs, and related activities provided by Ivy Golf, LLC, including policies on payment, health and safety, media use, intellectual property, and release of liability.**

**By signing, the Participant (or their parent/guardian if under 18) confirms that they have read, understood, and agree to the following terms:**

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### **Indemnification**

The Participant agrees to indemnify, defend, and hold harmless the Instructor, the program, and any affiliated parties from any claims, liabilities, damages, or expenses arising from their participation in golf lessons, use of golf facilities, and/or use of aromatherapy products. This indemnity includes, but is not limited to:

#### **Indemnification Clause:**

The Participant agrees to indemnify and hold harmless the Instructor and the program from any claims, damages, or expenses resulting from their participation in the lessons, including but not limited to failure to follow safety instructions, failure to disclose pertinent health information, or any actions that may result in injury or damage during the lessons.

#### **Scope of Indemnity:**

This indemnity extends to any claims arising from the use of golf facilities and aromatherapy products associated with the program, whether or not the Participant has disclosed relevant health conditions or injuries.

#### **Defense Clause:**

The Participant agrees to defend the Instructor and affiliated parties against any legal actions, claims, or proceedings related to their participation in the lessons, or use of practice facilities.

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## Emergency Medical Treatment Consent

In the event of a medical emergency during lessons, the Instructor may seek medical treatment for the Participant if necessary. The Participant is responsible for any resulting medical costs.

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## Health and Medical Disclosure

**Physical Health Certification:** By enrolling in golf lessons, Participants certify that they are in good physical health and have no medical conditions, injuries, or limitations that would pose a risk to themselves, the instructor, or others during participation.

**Health Disclosure Requirement:** Participants are required to disclose any relevant health conditions, injuries, or limitations prior to the start of each lesson. Failure to provide timely and accurate health information may result in the immediate suspension or termination of lessons.

**Termination Clause:** Failure to provide accurate or complete health information may result in immediate termination of lessons at the Instructor's discretion. In such cases, no refunds will be issued.

**Liability Waiver:** The Participant agrees to release the Instructor and program from any liability related to undisclosed or misrepresented health conditions, including injuries or adverse outcomes arising from participation.

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## Release of Liability and Assumption of Risk

Golf lessons involve physical activities that carry inherent risks, including but not limited to muscle strains, joint injuries, and other potential accidents. By participating, the Participant acknowledges and accepts these risks and agrees to the following:

### Assumption of Risk:

The Participant voluntarily assumes all risks associated with participation in golf lessons, including injuries arising from the nature of the activity or any unforeseeable incidents.

### Liability Waiver:

The Participant releases the Instructor and the program from any liability for injuries, including but not limited to:

- Injuries caused by pre-existing medical conditions.
- Injuries resulting from the Participant's failure to disclose relevant medical conditions or injuries.
- Injuries sustained due to participation without clearance from a licensed healthcare professional, when such clearance is recommended or required.

- Injuries sustained without healthcare professional clearance.

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## Payment Policy

All payments are due at the time of service.

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## Cancellation Policy

**24-Hour Notice Requirement** Cancellations or rescheduling requests must be made at least 24 hours before the scheduled lesson.

**Late Cancellations/No-Shows** Failure to attend the session will result in full payment of the lesson deducted from plan. No refunds or rescheduling will be provided for any courses or classes including group and private lessons.

**Late Arrival Policy** If a student arrives 10 minutes or more late, they will be marked as a No-Show. The instructor may cancel or continue with the remaining session time, in such cases, the session payment is non-refundable.

**Force Majeure** In the event of lesson cancellations due to circumstances beyond either party's control (e.g., natural disasters, severe weather, or government restrictions), neither party will be held liable. Lessons credits will be eligible to claim up to 14 days from issuance. Class may be rescheduled at another time.

## Non-Refundable Policy for Participation Preferences

Enrollment in Ivy Golf, LLC programs is non-refundable. We understand that every child has different interests; however, disinterest in golf, change of preference, or dissatisfaction with class format or participation expectations does not qualify for a refund after the second session attended.

I acknowledge and agree that:

- It is the responsibility of the parent/guardian to assess their child's interest before enrolling.
- Ivy Golf, LLC is not responsible for individual preferences or motivational factors that may affect a participant's experience.

All tuition and fees are final and non-refundable regardless of a participant's change in interest or behavior.

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## **Session Packages and Course Schedule Policy**

Scheduling guidelines for appointments and lesson packages:

### **Weekly Lesson Schedule**

For all lesson packages, we encourage a structured learning schedule. Participants will be scheduled on the **same day and time each week** for the duration of the lessons.

### **Make-up Lessons**

If a class is canceled due to force majeure (e.g., weather, instructor illness), efforts will be made to reschedule the lesson within the same week or the following week.

### **Missed Lessons**

If a participant misses a private lesson and does not provide sufficient notice (24 hours in advance), the lesson will be forfeited. Due to the impact toward scheduling and availability same day and late cancellations are not permitted.

### **Lesson Rescheduling**

Golf After School participants are allowed to join our group classes in order to redeem a maximum limit of (1) make-up session per semester.

Private Lessons canceled with more than 24 hours' advanced notice may be rescheduled based on availability. – Lesson packages must be claimed within the valid time frame

### **Rescheduling Limit**

Only one reschedule per session cycle is allowed, except in cases of force majeure.

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## **Student/Participant Responsibilities**

Participants agree to:

- Attend all scheduled sessions, arriving on time and prepared..
- Actively participate in exercises and discussions.
- Communicate challenges or changes to goals promptly.
- Take responsibility for personal growth and commit to implementing discussed strategies.

## **Behavioral Expectations for Students**

To create a positive and productive learning environment for all participants:

**Respectful Behavior:** All students are expected to be respectful, attentive, and cooperative during lessons. Disruptive or disrespectful behavior, including refusal to follow instructions, will not be tolerated.

**Parent Responsibility:** Parents/guardians are responsible for ensuring that their child understands the importance of appropriate behavior during lessons.

**Dismissal from Lessons:** If a student repeatedly exhibits inappropriate behavior, they may be dismissed from the lesson at the coach's discretion. Continued behavioral issues may result in suspension or termination of future lessons.

**Learning Etiquette:** Parents/guardians are encouraged to discuss respect, discipline, and proper etiquette with their children before lessons.

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## **Coach Responsibilities**

The Instructor commits to:

Maintaining a supportive and encouraging learning environment.  
Sharing relevant resources and tools

## **No Guaranteed Results**

The Instructor is committed to providing guidance, but results depend on the Participant's individual abilities, commitment, and practice outside of lessons.

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## **Unattended Children Policy**

Parents/guardians are responsible for timely drop-off and pick-up.  
The Instructor is not liable for children outside scheduled lesson times.

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## **Parent Interaction Policy**

**No Interruptions:** Parents/guardians should avoid interrupting lessons unless urgent.  
**Respecting Space:** Observations must be discreet and non-disruptive.  
**Communication:** Concerns should be addressed outside lesson time.

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## **Changes to Terms and Conditions**

The coaching provider, IVY GOLF, LLC, reserves the right to amend or update these Terms and Conditions at any time. Participants will be notified of significant changes via email or through the website where applicable. Continued use of services after such changes constitutes agreement to the updated terms.

## Right to Modify Offerings

The coaching provider Ivy Golf, LLC reserves the right to modify, update, or discontinue any coaching services, packages, or features offered on this website at any time without prior notice. Changes may include, but are not limited to, adjustments to session formats, pricing, availability, or content. By continuing to use the website or services after such modifications, participants agree to be bound by the updated terms and conditions.

## Warranties Disclaimer

All coaching services, materials, and resources provided through this website are offered "as is" and "as available." Ivy Golf, LLC makes no guarantees, expressed or implied, regarding the results or outcomes of coaching sessions. Coaching is a collaborative process that depends on the active participation and commitment of the client. The Instructor disclaims all implied warranties, including but not limited to, fitness for a particular purpose or suitability for any specific result. Participants agree to engage in coaching at their own risk and are solely responsible for applying the insights or recommendations offered during sessions.

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## Damaged Equipment Policy

**Responsibility:** Any damage to equipment during use will be the responsibility of the individual.

**Accidental Damage:** Report immediately; repair/replacement fees may apply.

**Intentional Damage:** May result in termination and full liability for costs.

**Care and Handling:** All users are expected to handle equipment with care. Basic guidelines on proper use will be provided, and any concerns about equipment functionality should be brought to the instructor's attention before use.

By adhering to this policy, we can ensure that equipment remains in good condition for all students and maintain a safe and productive learning environment.

## Replacement Fee

Ivy Golf, LLC requires a \$25 replacement fee for damaged equipment per incident.

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## Termination Clause

Either party may terminate the agreement with 7 days' notice. Refunds for unused sessions are not guaranteed and will be provided on a case-by-case basis upon internal investigation/ review.

## Account Suspension or Termination

The coaching provider reserves the right to suspend or terminate access to coaching services at their sole discretion, with or without notice, for the following reasons:

- Breach of these terms and conditions
- Inappropriate or disruptive behavior during sessions
- Engagement in unethical, fraudulent, or illegal activities
- Nonpayment or failure to comply with financial agreements
- Multiple strike violations

In such cases, participants will forfeit any access to ongoing or future services without refund. The coaching provider shall not be held liable for any losses arising from the suspension or termination of services.

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## Acknowledgment of Terms and Conditions

By booking lessons, the Parent/Guardian acknowledges and accepts all terms and conditions outlined in this agreement. Additionally, the Parent/Guardian agrees to release the Instructor and the program from any liability arising from participation, except in cases of gross negligence or willful misconduct. The Participant further releases the coaching provider from any liability related to their participation, the application of coaching insights, or any outcomes resulting from the coaching process.

Keila Donell

Director of Golf, Ivy Golf

