

THE CLUBHOUSE

MARBELLA

Risk Acknowledgement and Waiver Form

At The Clubhouse we provide recreational physical activities via our golf simulators, darts, pool tables and shuffleboards, and by using our equipment and facilities you agree to be bound by these terms and conditions. Should you have any concerns regarding any aspect of your health prior to using our facilities, you should consult your doctor and receive medical clearance before participating.

1. I wish to use The Clubhouse's Golf Simulators, darts, pool tables and shuffleboards (collectively hereinafter referred to as "the Activities") organised by FORSERA INVESTMENTS SL, Av. del Prado s/n, Aloha Gardens, Ofic 1-2, 29660 Marbella and CIF number B93181766, (hereinafter referred to as "the Company"), trading as The Clubhouse, within ___ months of the date on this form.

2. I am eighteen years or older.

3. I acknowledge that the activities provided by the Company require a reasonable level of fitness and ability – and that participation in these activities entails risk which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties.

4. In signing this waiver, I accept and assume all of the risks which exist in the activities offered. I also confirm that I choose to participate being fully aware of these risks, and that my participation is voluntary.

5. I acknowledge and accept that the Activities are dangerous and there is a risk of personal injury when undertaking such Activities.

6. I certify that to the best of my knowledge I do not have a medical condition which might have the effect of making it more likely that I will be involved in an incident which could result in injury to myself or others. To the best of my knowledge I am not pregnant.

7. I acknowledge that I am responsible for my own safety (and the safety of my possessions) whilst undertaking the Activities.

8. If the participant is a minor, I agree that this release of liability and assumption of risk agreement is made on behalf of that minor and that all of the releases, waivers and promises contained in these conditions are binding on that minor participant. I also confirm that I have full authority as parent or legal guardian to agree to their participation in the activities and to bind them to this agreement.

9. To the maximum extent permitted by law but subject to the non-excludable consumer guarantees implied pursuant to the Spanish Consumer Law, in no event will the Company or its employees, directors and agents be liable in respect of any claim for any direct or indirect or consequential loss or damage, including without limitation personal injury, financial loss, or for any punitive, exemplary, special, incidental or consequential loss or damage whether such liability arises in contract, tort (including negligence), equity, breach of statute or statutory duty or breach of any consumer guarantees.

10. This waiver will be governed by in accordance with Spanish law and any disputes relating to it shall be subject to the exclusive jurisdiction of the courts of Marbella, Spain.

11. I acknowledge and accept that CCTV images of all activity entrants will be monitored and recorded throughout the premises for the purpose of crime prevention and public safety.

12. I agree to follow all of the safety rules provided to me by The Clubhouse's staff and in particular I agree hereby not to use the Activities whilst under the influence of alcohol or illegal substances and entry may be refused on that basis. I further agree that if I cause any damage to the facilities as a result of not following the safety rules, I will fully cover any kind of costs resulting from damages in any of the facilities of The Clubhouse.