

CHILDCARE RELEASE AND INDEMNITY AGREEMENT

THIS CHILDCARE RELEASE AND INDEMNITY AGREEMENT ("Release") is made by the undersigned adult, as parent or legal guardian (the "Representative") of the minor(s) listed below (the "Participants"), to release and indemnify CLUBCORP GOLF OF TEXAS, L.P., d/b/a World of Tennis, A Texas Limited Partnership, its parent company, affiliated or subsidiary companies, and all their respective officers, directors, agents, contractors, employees heirs, successors, and assigns (collectively, the "Club"), as set forth below.

1. Services. Representative, on Participant's behalf and on behalf of the other members of Representative's family, including Representative's spouse, parents, children, heirs, and assigns, (singularly and collectively referred to as "Representative") grants to the Club this full release and indemnification in exchange for permitting Participant to participate in childcare services provided by the Club (the "Services"). Representative declares that Representative will remain on Club's premises at all times while Club is providing childcare services for the Participant.
Representative is entering into this Release after (i) having viewed or having had the opportunity to view club premises where Services are to be performed; (ii) having met or having had the opportunity to meet the childcare provider, (iii) having had the scope of the Services explained; and/or (iv) having had an opportunity to ask questions regarding the Services and/or risks associated with the Services.
2. Release and Indemnity.
 - REPRESENTATIVE AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS, AT REPRESENTATIVE'S SOLE COST, THE CLUB FROM ANY CLAIM FOR LOSS, COST, DAMAGES, OR EXPENSES, ARISING FROM DEATH, BODILY INJURY, OR ANY OTHER DAMAGE TO PERSONS OR PROPERTY, INCLUDING LOSS OR THEFT OF PROPERTY, THAT OCCURS BY REASON OF PARTICIPANT'S PARTICIPATION IN THE SERVICES, OR IS CAUSED BY:
 - (i) THE NEGLIGENT ACTS OR OMISSIONS OF THE CLUB; OR
 - (ii) THE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF REPRESENTATIVE, PARTICIPANT, REPRESENTATIVE'S GUEST(S), OR PARTICIPANT'S GUEST(S); OR
 - (iii) THE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF ANY THIRD PARTY INCLUDING OTHERS PARTICIPATING IN THE SERVICES; OR
 - (iv) ANY CONDITIONS EXISTING UPON THE PREMISES OR EQUIPMENT WHETHER CAUSED BY THE INADVERTENT NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THE CLUB.

REPRESENTATIVE, BY SIGNING BELOW, CERTIFIES THAT REPRESENTATIVE FULLY UNDERSTANDS THAT THIS RELEASE WILL PROVIDE AN ABSOLUTE DEFENSE TO ANY LAWSUIT OR CLAIM AGAINST THE CLUB FOR ANY INJURIES OR DAMAGE THAT REPRESENTATIVE OR PARTICIPANT MAY INCUR BY REASON OF PARTICIPANT'S PARTICIPATION IN THE SERVICES.
3. Medical. Representative consents to emergency medical care and transportation in order to obtain treatment in the event of injury to Participant, as the Club may deem appropriate. This Release extends to any damage or loss arising out of the medical treatment and transportation provided in the event of an emergency, including the negligent acts or omissions of any health care providers, their agents, employees, or representatives.
4. Severability. If any provision or portion of this Release is found to be invalid by a court of competent jurisdiction, the remaining portions and provisions of this Release shall remain effective and shall be construed as if the invalid portion or provisions had not been contained herein.
REPRESENTATIVE HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND INDEMNITY AGREEMENT.

PARTICIPANT:

Child's printed name

Date

REPRESENTATIVE:

Signature

Printed Name