

PARTICIPANT RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

By checking the box below, registering for, or participating in the ForeFans Golf LLC (“ForeFans”) Hole-In-One Challenge (the “Game”), I acknowledge and agree as follows:

1. ASSUMPTION OF RISK

I understand and acknowledge that participation in golf activities and the Game involves inherent and significant risks, including but not limited to: being struck by golf balls or clubs, errant shots, equipment failure, course conditions, weather conditions, slips and falls, acts or omissions of other participants or spectators, and other known or unknown hazards.

I knowingly, voluntarily, and expressly assume all risks of injury, death, property damage, or other loss arising out of or related to my participation in the Game.

2. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I RELEASE, WAIVE, AND AGREE NOT TO SUE ForeFans Golf LLC (“ForeFans”), any participating golf course, and their respective parents, affiliates, insurers, underwriters, owners, operators, officers, directors, employees, contractors, sponsors, agents, and representatives (collectively, the “Released Parties”) for any and all claims, demands, causes of action, damages, or liabilities of any kind arising out of or related to my participation in the Game, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES.

3. CONDITIONS OF PARTICIPATION AND NO ENTITLEMENT

I acknowledge that participation in the Game and eligibility for any prize are strictly conditioned upon compliance with the ForeFans Terms of Service, Official Rules, and Privacy Policy (collectively, the “Governing Documents”). I further acknowledge that:

- i. I have no property, contractual, or equitable right to any prize unless and until I am confirmed as a “Winner” in accordance with the Official Rules;
- ii. All requirements set forth in the Governing Documents are conditions precedent to eligibility for any prize; and
- iii. ForeFans may, in its sole and reasonable discretion exercised in good faith, determine compliance, eligibility, and outcomes.

4. VERIFICATION AND EVIDENTIARY STANDARD

I expressly acknowledge and agree that:

- i. All gameplay outcomes, eligibility determinations, and prize determinations shall be based solely on the ForeFans Verification System;

- ii. The Verification System and its data (including video, audio, sensor, and system data) constitute the sole, exclusive, controlling, and conclusive evidence for all determinations, except in the event of a verified Technical Malfunction; and
- iii. No eyewitness testimony, personal belief, or third-party evidence shall override or supplement such determinations.

5. UNDERWRITER APPROVAL

I acknowledge that prize eligibility and payment may be subject to review and approval by ForeFans' insurance provider or underwriting partner, and that such approval is a mandatory condition precedent to any prize obligation.

6. TIMELY NOTICE REQUIREMENT

I acknowledge that, as a strict condition of eligibility, I must notify ForeFans of any potentially winning shot within twelve (12) hours of occurrence in accordance with ForeFans procedures. Failure to do so will result in automatic disqualification.

7. TECHNICAL MALFUNCTIONS

I acknowledge that system errors, connectivity failures, recording issues, or other technical malfunctions may occur. In the event of a verified Technical Malfunction, ForeFans may, in its sole and reasonable discretion exercised in good faith, determine the appropriate remedy, which may include replay, refund, credit, or other remedial action. No prize shall be awarded unless all verification requirements are satisfied.

8. DATA COLLECTION, RECORDING, AND PRIVACY

I consent to the collection, recording, use, and processing of my personal information, including video, audio, location data, device data, and gameplay data, for purposes including but not limited to:

- i. verification and adjudication of gameplay;
- ii. fraud prevention and security;
- iii. compliance with legal and insurance requirements;
- iv. operation and improvement of the ForeFans platform

I acknowledge that such data forms part of the ForeFans Verification System and may be shared with service providers, insurers, and underwriting partners as described in the Privacy Policy. I further acknowledge that ForeFans has no obligation to retain, preserve, or produce such data except as required by applicable law.

9. PUBLICITY AND CONTENT RIGHTS

I grant ForeFans a perpetual, irrevocable, worldwide, royalty-free right and license to use, reproduce, distribute, display, and otherwise exploit my name, image, likeness, voice, and any

media or content captured in connection with the Game for promotional, marketing, commercial, and operational purposes, in any media now known or later developed, without compensation except where prohibited by law.

10. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Released Parties from and against any claims, damages, losses, or expenses arising out of or relating to: (i) my breach of the Governing Documents; (ii) my violation of applicable law; (iii) my misconduct; or (iv) any misrepresentation of eligibility.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This waiver shall be governed by Florida law. Any dispute arising out of or relating to my participation in the Game shall be subject to the binding arbitration provisions set forth in the ForeFans Terms of Service, which are incorporated herein by reference.

12. ACKNOWLEDGMENT

I acknowledge that:

- i. I have read and understand this waiver;
- ii. I understand that I am giving up certain legal rights;
- iii. I agree voluntarily and without coercion; and
- iv. I have had the opportunity to review the Governing Documents.

I HAVE READ, UNDERSTAND, AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY.