

LIMITED WARRANTY

Simulator Components: Frame, Screen, Sewn Materials and Fabrics, Turf, Mat

Foresight Sports warrants these products against defects in material or workmanship for the time periods as set forth below. This Limited Warranty does not cover defects caused by any other reason including but not limited to misuse, modification, improper maintenance or assembly, accidental impacts, or acts of God such as lightning strike or natural disasters. Pursuant to the Limited Warranty, Foresight Sports will, at its option, (1) repair the product or (2) replace the product with a new or refurbished product. For purposes of this Limited Warranty, "refurbished," means a product or part that has been returned to its original specifications. No other remedies are offered.

PARTS AND LABOR WARRANTY

For a period of 30 days from the original date of purchase of the product, Foresight Sports will, at its option, repair or replace with new or refurbished product, the product determined to be defective. This warranty will only cover the Impact Screen itself, Front Screen and/or Back Screen, the metal frame structure, sewn materials and fabrics, turf and hitting mat. All other components will have their own individual warranty coverage and separate documentation should be consulted for coverage details. All other Impact Screen, frame, sewn material, fabric, turf, or mat components are not included under this warranty policy. Warranty does not cover additional Technical or Installation assistance or services for hardware or software. Wear and tear does not constitute grounds to acquire a replacement under warranty. All replacements outside of the 30 day warranty coverage will be the responsibility of the consumer. Acceptable coverage may include the provision of a patch-kit, which will be determined by Foresight Sports technicians.

WARRANTY SERVICE

To obtain warranty service, you must deliver the product, freight prepaid, in either its original packaging or packaging providing equivalent protection to the service facility specified. A dated purchase receipt is required. If a component is missing and or damaged upon receipt it must be reported to Foresight Sports within 10 days of receipt of product or may not be replaced under warranty.

REPAIR AND REPLACEMENT WARRANTY

This Limited Warranty shall apply to any repair, replacement part or replacement product for the remainder of the original Limited Warranty period. Any parts or product replaced under this Limited Warranty will become the property of Foresight Sports. Foresight Sports warranties all out-of-warranty repairs and purchased consumables for a period of thirty (30) days. Foresight Sports shall not be liable for any incidental or consequential damages for breach of any express or implied warranty on this product. Except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose on this product is limited in scope and duration to the terms of this warranty.





READ AND FOLLOW ALL WARNINGS AND INSTRUCTIONS.

- 1. NEVER permit children to operate or play without strict adult supervision.
- 2. DO NOT USE while under the influence of medications or alcohol.
- 3. ALWAYS maintain a safe distance behind player when in use.
- 4. NO ONE SHOULD STAND in front of player when in use.
- 5. PERIODICALLY INSPECT all hardware and adjust as necessary.
- 6. NEVER allow children near batteries.
- 7. INSTALL only on level surface.
- 8. NEVER wear watches, rings or loose clothing while installing or servicing.
- 9. ALL HARDWARE much be rigidly fastened.
- 10. DO NOT USE if product becomes unbalanced or unstable.
- 11. ALWAYS contact a trained technician if any problems are encountered during assembly or use.

GENERAL RELEASE, ASSUMPTION OF RISK, AND WAIVER

Purchaser of this Sim-in-a-Box™ (hereinafter the "Product"), and each quest, invitee, and others user of the Product (hereinafter "User"), acknowledges, accepts and assumes any and all inherent risks of injury associated with golf activities, including, for example and without limitation, being hit by a golf ball, being struck by a club, falling, slipping, or being injured by as the result of any exercise/fitness activity. By using the Product, User hereby waives, releases and forever discharges, and agrees to forever defend, indemnify, and hold harmless WAWGD, INC., dba Foresight Sports, as well as its officers, employees, agents, representatives, volunteers, independent contractors, affiliates, successors, assigns, and any other individuals or entities that may be affiliated with or acting on its behalf (collectively, the "Foresight Parties") from or against any liability, claims, demands, losses, or damages (known or unknown and economic or non-economic), and any costs, attorney fees, or settlements, and any injury, disability, illness, damage or loss that may occur to User's property or (if applicable) any of User's quests or children as a direct or indirect result of any acts or omissions of the Foresight Parties, or as a direct or indirect result of User's (or any of their guests' or children's) attendance at, participation in and/or use of the Product. User further agrees not to make any claim against or sue any Foresight Parties for any injuries, death, financial loss or property damage directly or indirectly related to any activities relating to the Product even if any such injury, death, financial loss or damage is caused to or suffered by User, User's property, or (if applicable) any of User's quests or children due to any acts or omissions, or the ordinary negligence or any other cause, by any of the Foresight Parties. User understands the nature of the activities and the Product and certifies that User, and all guests or children, shall be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would impede or prevent User (or User's quests or children) from participating in golfing activities or using the Product. By using the Product, User further certifies that User and (if applicable) User's guests and children have (a) been approved by a physician to participate in such activities or (b) have voluntarily elected to participate in such activities without a physician's approval. User hereby assumes all responsibility for User's and (if applicable) User's guests' and children's participation in or use of the Product, and agrees to agree to abide by any and all instructions related to the Product, ANY PERSON NOT FAMILIAR WITH OR UNWILLING TO ASSUME THE RISKS DESCRIBED HEREIN, OR UNWILLING TO ACCEPT THE RELEASES AND WAIVERS SET FORTH ABOVE, SHOULD NOT USE THIS PRODUCT.