



COVID-19 Participant Release, Waiver and Covenant Not to Sue

As a condition to participate as a Player or Caddie (“Participant”) in Georgia State Golf Association (GSGA) competitions through December 31, 2021, I confirm that I am at least 18 years old and hereby acknowledge, certify and attest to the following:

- 1) I understand that there are certain risks inherent in the game of golf. I also understand that my participation in any competition, and my use of event facilities and equipment may be dangerous and could involve the risk of serious injury, even death.
- 2) In light of the COVID-19 pandemic, I acknowledge that any level of involvement or participation in these kinds of events may expose me to various viruses or infections that could be dangerous or even deadly.
- 3) I understand that I may be required to provide certifications and participate in a health screening verbal questionnaire on site at each competition, before teeing off, and if I refrain from providing certification or participating in the questionnaire, or if I answer “YES” to any questions, I may not be allowed to participate in the competition. The questions asked during the on-site health screening and verbal questionnaire will include, but may not be limited to, those related to recent exposure to individuals with COVID-19, as well as testing positive for and/or experiencing common symptoms of COVID-19.
- 4) I acknowledge that from the time I arrive at the host venue, with the exception of sharing a golf cart with a Participant and/or a GSGA official, I will adhere to social distancing and will make every effort to maintain at least six (6) feet of space between myself and all other persons during all competitions conducted by the Georgia State Golf Association.
- 5) I acknowledge that I will follow all signage, instructions, policies and procedures communicated to me by the GSGA and/or the host club/facility and understand that I may be subject to penalty, including disqualification, should I deliberately or knowingly violate any of these instructions, policies or procedures.
- 6) I understand that during emergencies, including but not limited to suspensions of play for dangerous weather or other situations, the Georgia State Golf Association will likely not be able to ensure safe social distancing throughout a suspension.

ASSUMPTION OF THE RISK

- 7) I understand that the Georgia State Golf Association has implemented policies and procedures in an effort to help provide a safe environment for me and others to participate in GSGA activities, but neither the GSGA, the host facility, nor myself can control the conduct of others. I understand that I am assuming all risks with my participation in GSGA activities.

RELEASE, WAIVER AND COVENANT NOT TO SUE

- 8) I hereby waive and release any and all claims and liabilities, now known or hereafter known, against the GSGA, its officers, board of directors, members, partners, employees, agents, sponsors, contractors, and all of their successors and assigns, (collectively, "Releasees") on account of (a) injury, disease, infection, death, and property theft or damage, arising out of or attributable to my presence at a competition and/or my participation in a competition, and arising out of the actual, perceived, or alleged negligence of any Releasee, (the "Released Claims"). I covenant not to make or bring any Released Claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. It is my intent that this Release, Waiver and Covenant Not to Sue will bind myself and my personal representatives, spouse (if applicable), assigns, heirs, and next of kin without limitation, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE all Releasees in connection with the Released Claims.
- 9) I agree that I cannot terminate or rescind this Release, Waiver, and Covenant Not to Sue. It is my desire and intent that the terms, provisions, covenants, and remedies contained in this Release, Waiver and Covenant Not to Sue be enforceable to the fullest extent permitted by applicable law. This Release, Waiver and Covenant Not to Sue constitutes the sole and entire agreement between the GSGA and me with respect to the Released Claims and supersedes all prior and contemporaneous understandings and agreements, written and oral, to the extent they might otherwise apply to the Released Claims. If any term or provision of this Release, Waiver and Covenant Not to Sue is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release, Waiver and Covenant Not to Sue, nor invalidate or render unenforceable such term or provision in any other jurisdiction. The GSGA may assign this Release, Waiver and Covenant Not to Sue and its rights hereunder, in whole or in part, to any party. This Release, Waiver and Covenant Not to Sue is binding on and inures to the benefit of our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Release, Waiver and Covenant Not to Sue shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction). Any claim or cause of action arising under this Release, Waiver and Covenant Not to Sue may be brought only in the federal and state courts located in Cobb County, Georgia and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

Participant's Signature

Participant's Printed Name

Date

Note: If serving as a caddie, provide the name of the player(s) you will be caddying for here:
