

PARTICIPATION AND LIABILITY RELEASE AGREEMENT FOR WMGA CHAMPIONSHIPS

In consideration of my entry into and permission to participate in Golf Championships being conducted by the Washington Metropolitan Golf Associations, I voluntarily agree to each of the following:

Assumption of Risks and Responsibility. I acknowledge that participating in WMGA Golf Championships involves risks and dangers of personal injury, illness, loss or damage of many kinds, including without limitation those arising from or relating to a virus or disease, such as the SARS-CoV-2 coronavirus that causes COVID-19 (“COVID-19 virus”); heat stroke or other health-related risks; lightning strike; golf cart or automobile accident or other types of accidents; being struck by a ball, club, or other object; snake or other animal bites or injuries; or sports injury (collectively, “Event Injuries”).

I voluntarily assume all risks relating to and accept sole responsibility for any and all such Event Injuries that I may incur in connection with my participation in WMGA Golf Championships.

Release of Claims, Covenant Not to Sue and Indemnification. I hereby release the Washington Metropolitan Golf Association (WMGA) and their host clubs and all of their respective employees, volunteers, officers, directors, agents and representatives (collectively, the “Released Persons”), of and from any and all claims, liabilities, actions, damages, costs or expenses arising out of or relating to Event Injuries or my participation in WMGA Golf Championships whether resulting from negligence or otherwise (collectively, “Released Claims”).

I agree not to sue the Released Persons for such Released Claims. I agree to indemnify, defend and hold harmless the Released Persons in connection with such Released Claims, including without limitation for any attorney’s fees or expenses they incur in enforcing this Agreement.

Agreement Relating to COVID-19 Virus. Without limiting the foregoing, I acknowledge the contagious and harmful nature of the COVID-19 virus and voluntarily assume the risk that I may be exposed to or infected by this virus by participating in WMGA Golf Championships.

I also certify that, to my knowledge, I am not now infected with the COVID-19 virus, am not experiencing symptoms that may be associated with this virus, and in the past 14 days have not been in close contact with anyone infected with this virus. I agree that this certification remains in effect from my entry until the end of my participation in WMGA Golf Championships, and I will inform the WMGA immediately if any part of these certifications ceases to be true during this time.

Agreement to Follow Rules, Policies and Procedures. I acknowledge that the WMGA may implement and enforce rules, policies and procedures in connection with WMGA Golf Championships, including without limitation to ensure appropriate conduct by participants and to implement and comply with public health and safety requirements, guidelines and/or recommendations, whether relating to the COVID-19 virus or otherwise (collectively, “Event Rules”).

I agree to comply with all such Event Rules. I also agree that if I fail to comply with any Event Rules or commit any misconduct, or if my participation might pose any health risk to others, all as determined by WMGA in its sole discretion, the WMGA may refuse to allow me to participate in WMGA Golf Championships, without any refund to me or any liability to the WMGA.

Severability and Waiver. If any provision of the Agreement is found unenforceable in whole or in part, the rest of the Agreement shall remain fully enforceable. A failure by the WMGA to enforce any provision shall not constitute a waiver of that provision or any other provision.

Agreement for Minors. If the participant is a minor child under age 18, this Agreement must be executed on his or her behalf by a parent or guardian. In doing so, the parent or guardian agrees that all provisions of this Agreement apply to all of the minor’s parents or guardians.

By submitting this registration, I have executed this Participation and Liability Release Agreement and agreed to all of its terms and conditions.