

## WAIVER AND RELEASE FORM

The participant and the participant's parent or legal guardian (together the "Releasers") acknowledge that the terms of this Agreement apply equally to each of them. In consideration for permitting the participant to participate in this activity, Releasers hereby take action for themselves, their children, their spouse, any executors, any administrators, heirs, next of kin, successors, and assigns as follows:

(A) Releasers waive, release, and discharge the following entities and persons: Go Do Golf LLC, its directors, its officers, its employees, its representatives, its agents, any volunteers, any golf instructors, sponsors, organizers, any individuals assisting with the activity, the golf course where the activity is being held, and the entities or people who own the golf course where the activity is being held (together "the Released Parties") from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, injuries arising out of golf or golf instruction, for any death, disability, personal injury, property damage, property theft, exposure, infection, contraction, or spread of a contagious disease, including but not limited to COVID-19, or other diseases, mutations, and variations thereof, and any injuries arising from traveling to and from this activity;

(B) indemnify, hold harmless, defend, and promise not to sue the Released Parties from any and all liabilities, damages, or claims made as a result of participation in this activity, whether caused by the negligence of the Released Parties or otherwise.

Releasers acknowledge and assume all of the risks of participating in all activities associated with this activity, including by way of example and not limitation, any risks that may arise from golf, golf instruction, using golf clubs, negligence or carelessness on the part of other participants or on the part of the Released Parties, and from dangerous or defective equipment or property.

COVID-19 WAIVER: Releasers acknowledge and agree that they are solely responsible for their own safety and health. Releasers agree and acknowledge that there is an inherent risk that wherever the public is allowed there is a risk of exposure to contagious disease such as COVID-19. Releasers acknowledge and agree that participation in this activity includes the risk of direct or indirect contact with individuals who have been exposed to or diagnosed with a communicable disease, including but not limited to COVID-19, or variations thereof, and it is impossible to completely eliminate the risk that the Releasers could become infected during participation in this activity. Releasers and Released Parties agree to comply with the relevant public health guidelines regarding COVID-19 or other communicable diseases. \_\_\_\_\_ (*Initial*)

Releasers certify that the participant is physically fit, has sufficiently prepared or trained for participation in this activity, and has not been advised to not participate. Releasers certify that there are no health-related reasons or problems which preclude participation in this activity.

Releasers acknowledge that the Released Parties are not responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

Releasors acknowledge that this activity may involve a test of a person's physical and mental limits. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, lack of hydration, and actions of other people including, the Released Parties, participants, monitors, and/or producers of the activity. These risks are not only inherent to Releasors and participants but are also present for volunteers. Releasors hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. Releasor agrees to assume full responsibility for all expenses that may arise therefrom.

Releasors understand, while participating in this activity, Releasors may be photographed. Releasors agree to allow photo, video, or film likeness to be used for any legitimate purpose by the Released Parties, activity holders, producers, sponsors, organizers, and assigns.

This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible. It is governed by the laws of the State of Utah and any action brought shall be brought within the State of Utah.

RELEASORS CERTIFY THAT RELEASORS HAVE READ THIS DOCUMENT AND RELEASORS FULLY UNDERSTAND ITS CONTENT. RELEASORS ARE AWARE THAT THIS IS A RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND A CONTRACT. RELEASORS SIGN THIS AGREEMENT OF THEIR OWN FREE WILL AND CHOICE.

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Participant's Signature Date Participant's Name Age (Please print legibly.)

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Parent/Guardian Signature Date  
(If under 18 years old, Parent or Guardian must also sign.)