

**CORONAVIRUS/COVID-19
POLICIES, ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
THIS IS AN ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

1. For purposes of this Coronavirus/COVID-19 Policies, Assumption of Risk and Release of Liability (this “**Release**”), the following terms shall have the following meanings:

- (a) The term “**Golf**” means and includes use of all facilities, including, without limitation, fairways, greens, driving range, restaurants, parking lots as well as rental and use of golf equipment and power carts and all other related activities, including such use as a volunteer, tournament player, caddie, spectator or any other form of participation or attendance at group events, clinics, lessons, tournaments, and competitions as well as in connection with course rating;
- (b) The term “**CGA**” means The Colorado Golf Association, Inc., a Colorado non-profit corporation, and the term “**CGA Parties**” means and includes the CGA, CCGO LLC, a Colorado limited liability company, Junior Golf Alliance of Colorado, a Colorado non-profit corporation, Solich Caddie & Leadership Academy, LLC, a Colorado limited liability company, and their respective directors, officers, managers, agents, employees, successors and assigns;
- (c) The term “**CGA Event**” or “**CGA Events**” means any and all of the clinics, lessons, tournaments, competitions or other events that are conducted or sponsored by one or more of the CGA Parties; and
- (d) The term “**Participant**” means the person who is competing in, participating in or otherwise attending the CGA Event, whether as a player, caddie, participant, volunteer, spectator or in any other capacity.

2. I am the Participant or, if the Participant is under the age of 18, I am the Participant’s parent or legal guardian. **BY SIGNING ON BEHALF OF A MINOR, I HEREBY (A) REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT’S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT, AND (B) ACKNOWLEDGE THAT PARTICIPANT IS BOUND BY ALL TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN CGA EVENTS UNLESS I AGREE TO THE TERMS OF THIS AGREEMENT.**

3. The novel coronavirus (the “**Original COVID-19**”) has been declared a worldwide pandemic by the World Health Organization, and subsequent mutations of the Original COVID-19 have been found to be more contagious and possibly more harmful than the Original COVID-19. (The Original COVID-19, together with all existing mutations and any future mutations thereof, will be referred to herein collectively as “**COVID-19**”.) COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of certain sizes (e.g., groups of more than ten (10) people have been prohibited by certain governmental authorities). In accordance with state and local health orders and the guidance and protocols issued by the Centers for Disease Control and Prevention, the CGA has adopted policies and has implemented preventative measures in an effort to reduce the spread of COVID-19. However, Participant acknowledges and understands that the CGA cannot guarantee that Participant will not become infected with COVID-19. Participant further acknowledges and understands that attending any CGA Event and using any of the CGA Parties’ Golf facilities could increase the risk of contracting COVID-19.

4. Participant desires to compete in, participate in, provide volunteer services for or otherwise attend one or more CGA Events during the calendar year of 2021. To help reduce both Participant’s risk of contracting COVID-19 and the risk of all other persons who are present at any of the 2021 CGA Event(s) which Participant attends of contracting COVID-19, Participant hereby makes the following representations and agrees to abide by the following rules and policies:

- (a) Participant represents to the CGA that, as of the date of this Release: (i) Participant does not have a suspected or confirmed case of COVID-19; (ii) Participant is not experiencing any symptoms of COVID-19 including, without limitation, fever, cough, shortness of breath, or loss of taste or smell; (iii) Participant has not traveled outside of the 48 contiguous United States in the last 14 days; and (iv) within the last 14 days, Participant has not had extensive contact with any person who is known or suspected to have contracted COVID-19, provided that this representation shall not apply to medical personnel or first responders who have had contact with known or suspected COVID-19 patients in the course of their work. Participant hereby further represents to the CGA that each of the foregoing representations shall be true in all respects as of each date on which Participant is present at any CGA Event during the 2021 calendar year.
- (b) Participant agrees that if any of the representations set forth in the immediately preceding paragraph are not true in all respects as of the date of any CGA Event during the 2021 calendar year, then Participant will not attend that CGA Event.

- (c) While attending any CGA Event during the 2021 calendar year, Participant agrees (i) to comply with all state and local health orders that are then in effect and (ii) to follow all of the rules and policies related to COVID-19 that are established for the event by the CGA and/or the owner of the venue hosting the event.

5. [FOR PLAYERS AND CADDIES ONLY]: Participant hereby acknowledges and agrees that Participant has read, understands and will comply with the CGA Tournament COVID-19 Guidelines.

6. Participant acknowledges and agrees that the CGA may revise its rules, policies and guidelines at any time based on updated recommended health guidance and protocols, and Participant agrees to comply with those revised rules, policies and guidelines upon being informed of the same.

7. Participant acknowledges the contagious nature of COVID-19, and understands that Participant may be exposed to or infected by COVID-19 while attending a CGA Event and that such exposure or infection may result in personal injury, illness, disability, monetary damages and/or death. Participant understands that the risk of becoming exposed to or infected by COVID-19 at a CGA Event may increase due to the actions or omissions of Participant and others, including without limitation, the CGA Parties, volunteers, event participants and their families. In consideration of allowing Participant to compete in, participate in, provide volunteer services for or otherwise attend CGA Events (as applicable), Participant voluntarily assumes all of the foregoing risks and accepts sole responsibility for any personal injury, illness, disability, monetary damages and/or death that Participant may suffer or incur and that arise out of such risks. Participant understands and agrees that the foregoing assumed risks include being exposed to or infected by COVID-19 as a result of any negligent acts or omissions of any of the CGA Parties. However, the foregoing assumed risks do not include being exposed to or infected by COVID-19 as a result of any grossly negligent, reckless or willful and wanton acts or omissions of any of the CGA Parties.

8. In further consideration of allowing Participant to compete in, participate in, provide volunteer services for or otherwise attend a CGA Event (as applicable), Participant hereby releases and forever discharges each of the CGA Parties of and from any and all claims, demands, liability, actions, causes of action, damages, losses, costs and expenses of whatever kind or nature, either in law or in equity, which arise out of or relate to the risks of being exposed to or contracting COVID-19 while attending a CGA Event (collectively, “**Claims**”), including, without limitation, Claims based on Participant’s personal injury and/or death. Participant understands and agrees that the foregoing release includes any Claims based on any negligent acts or omissions of any of the CGA Parties. However, the foregoing release does not include any Claims based on any grossly negligent, reckless or willful and wanton acts or omissions of any of the CGA Parties.

9. Participant agrees that this Release shall be governed, enforced, interpreted and construed pursuant to the laws of the State of Colorado, without giving effect to its conflicts of law principles. Participant also agrees that exclusive jurisdiction of any claim relating to the interpretation or enforcement of the provisions of this Release or otherwise relating to or arising out of this Release shall be in a court of competent jurisdiction in the State of Colorado.

10. Participant understands that this Release is a contract and, to the fullest extent permitted by law, shall be binding on Participant and Participant’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is Participant’s intent that this Release shall be binding upon Participant’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

11. Participant understands and agrees that this Release shall fully apply to all CGA Events which Participant desires to compete in, participate in, provide volunteer services for or otherwise attend during the 2021 calendar year.

PARTICIPANT’S SIGNATURE AND DATE

Printed Name: _____

Dated: _____

Signature: _____

Date of Birth: _____

SIGNATURE OF PARENT/LEGAL GUARDIAN IF PARTICIPANT IS UNDER AGE 18

Printed Name: _____

Dated: _____

Signature: _____