



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF
RISKS & INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. In this Release of Liability, Waiver of Claims, Assumption of Risk & Indemnity Agreement (this “**Agreement**”), 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 involvement as a player, caddie, spectator, or visitor at group events, clinics, lessons, tournaments and competitions. The term “**CGA Entities**” means and includes The Colorado Golf Association, Inc., a Colorado non-profit corporation, CCGO LLC, a Colorado limited liability company, Junior Golf Alliance of Colorado, a Colorado non-profit corporation, and Solich Caddie & Leadership Academy, LLC, a Colorado limited liability company. The term “**CGA Parties**” means and includes each of the CGA Entities and their respective directors, officers, managers, agents, employees, successors and assigns. The term “**BMW-Octagon Parties**” means Western Region Retail Marketing Group Inc. (“**WRRMG**”), BMW of North America LLC (“**BMW NA**”, and together with WRRMG, the “**BMW Entities**”), Octagon Inc. (“**Octagon**”), their respective parent, affiliate and subsidiary companies, their respective successors and assigns, and their respective employees, officers, managers, agents and directors. The person who is participating in Golf on a golf course owned or operated by or in an event sponsored by any of the CGA Entities, including a player, caddie, spectator, or visitor is referred to as “**Participant**.”

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 GOLF UNLESS I AGREE TO THE TERMS OF THIS AGREEMENT.**

3. Participant understands that Golf can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. Participant understands the dangers and risks of Golf, including but not limited to severe weather; slips and falls; being hit by stray golf balls or golf clubs; accidents or collisions related to the operation of a golf cart; lightning strikes; encounters with domestic or wild animals; and failure to act safely or within one’s own ability or to stay within designated areas.

Participant also expressly acknowledges and assumes additional risks and dangers that may result in property damage, physical injury and/or death that may be above and beyond the inherent dangers and risks of Golf.

Participant understands that the description of the risks in this Agreement is NOT complete, and Participant voluntarily chooses to participate in and expressly assumes ALL risks and dangers of Golf, whether described here or not, known or unknown, inherent or otherwise.

4. Additionally, in consideration for allowing the Participant to participate in Golf, Participant agrees, to the greatest extent permitted by law, TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE ANY OF THE CGA PARTIES OR ANY OF THE BMW-OCTAGON PARTIES FOR ANY INJURY, INCLUDING PHYSICAL OR MENTAL INJURY, DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH PARTICIPANT MAY SUFFER ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN GOLF, INCLUDING BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR OTHER DUTY OF CARE BY ANY OF THE CGA PARTIES OR ANY OF THE BMW-OCTAGON PARTIES. PARTICIPANT UNDERSTANDS THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY OF THE CGA PARTIES OR ANY OF THE BMW-OCTAGON PARTIES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF GOLF. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, COVERING ANY AND ALL CONTINGENCIES, EVENTS AND OCCURRENCES THAT MAY RESULT IN INJURY OR DEATH TO MY PERSON, OR DAMAGE TO MY PROPERTY, INCLUDING, BUT NOT LIMITED TO, MY CONTRACTION OF OR INFECTION BY THE COVID-19 VIRUS, OR ANY OTHER RELATED VIRUS AT, DURING OR AFTER THE EVENT.

5. IN THE EVENT A CLAIM IS ASSERTED BY PARTICIPANT OR ON PARTICIPANT'S BEHALF THAT IS WAIVED AND/OR RELEASED BY THE TERMS OF THIS AGREEMENT, PARTICIPANT AGREES TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY OR ALL OF THE CGA PARTIES OR ANY OR ALL OF THE BMW-OCTAGON PARTIES IN DEFENDING THE INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF.

6. Participant grants the CGA Entities, the BMW Entities and Octagon the right of publicity to own and use any image collected of Participant while participating in Golf and to use Participant's name, photographic images and video images for any media related use by any of the CGA Entities, the BMW Entities and Octagon, such as posting on their websites and through social media.

7. Participant represents that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. Participant authorizes a licensed physician or other medical care provider to carry out any emergency medical care for Participant that may be necessary and agrees to be fully responsible for any costs associated with such care or transport to such care.

8. Participant agrees that any and all claims for loss, injury and/or death arising from Participant's participation in Golf shall be governed by the law of the State of Colorado and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the State of Colorado.

9. Participant understands that this Agreement 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 Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is Participant's intent that this Agreement shall be binding upon Participant's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

Registration may also be used by BMW North America, LLC. If you wish to be contacted, please check here (for our complete privacy policy go to <https://www.bmwusa.com/privacy-policy/index.html>)

I'd like to receive more information from my local BMW Center.

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: _____