

## ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

<b>Participant Name:</b>
<b>Participant Name:</b>
<b>Member No. (if applicable):</b>
<b>Activity:</b>

**Assumption of Risk.** Participant and I are aware that the Activity involves inherent risks, dangers, and hazards that can result in serious personal injury or death. Participant and I are also aware that the Club facilities and/or equipment contain dangers and can cause serious injury or death. Participant and I hereby freely agree to assume and accept all known and unknown risks of injury arising out of the Activity, including injury or death that results from Club's negligence, design of the facility and/or equipment, or from any third party.

**Release and Indemnity.** In exchange for the Club allowing Participant to participate in the Activity, Participant and I, on our own behalf and on behalf of our respective family members, heirs, beneficiaries, assigns and all parties claiming by, through or under either or both of us, do hereby RELEASE, INDEMNIFY AND HOLD HARMLESS the Club, its parent, affiliated and subsidiary companies as well as all of their respective officers, directors, agents, contractors, employees, heirs, successors, assigns, volunteers and guests, including ClubCorp Charities, Inc. and the local charity selected by the Club, from all liability for any injury, death, illness (including but not limited to COVID-19), loss or damage connected in any way whatsoever to participation in the Activity, including that which may result, directly or indirectly, in whole or in part, from the negligence of the Club, the negligence or willful misconduct of any third party, or from the design of the facility and/or equipment.

If executing this Agreement in California or the Activity takes place in California, I expressly waive and relinquish any and all claims, rights or benefits that may exist on my or Camper's behalf under section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

**Medical.** Participant and I give consent to emergency medical care and transportation in order to obtain treatment in the event of injury, as the Club may deem appropriate, and I agree to accept full responsibility for the payment of all costs for same. The release, indemnity and hold harmless provisions set forth hereinabove extend to any damage or loss arising out of the medical treatment and transportation provided in the event of an emergency.

**Property Loss.** All personal property brought to the Activity is brought at the sole risk of the Participant as to its theft, damage or loss.

**Photograph Permission.** I give permission for the Club to use, without limitation or obligation, photographs, film footage or tape recordings that may include Participant's image or voice for purposes of promoting the Club's programs.

**Severability.** Any provision or portion of this Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.

**Health Statement.** Neither Participant nor anyone in Participant's household has tested positive for Covid-19 in the previous 10 days. Neither Participant nor anyone in Participant's household has had close contact in the previous 14 days with someone who, within 48 hours before or 10 days after such contact, tested positive for Covid-19, suspected they had Covid-19 or showed symptoms of Covid-19. Symptoms of Covid-19 may include fever, chills, cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches, headache, loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. Neither Participant nor anyone in Participant's household has experienced any of the foregoing symptoms in the previous 10 days. In the event Participant or anyone in Participant's household experiences any of the foregoing symptoms or is exposed to Covid-19, Participant will not return to the Club until cleared to do so by a healthcare provider.

I have authority to enter into this Agreement on behalf of the above-referenced Participant and do hereby execute this Agreement on behalf of myself and Participant.

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date