



COVID-19 ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS COVID-19 ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

Any terms not defined in this COVID-19 ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY shall have the definition set forth in the VOLUNTEER ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY above.

IN CONSIDERATION for volunteering at the Tournament (and all related events and/or activities) I, for myself and any Related Persons, hereby acknowledge and agree as follows:

- COVID-19 INFORMED CONSENT AND VOLUNTARY PARTICIPATION.** I fully understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented herein or otherwise by the Releasees, can eliminate the risk of exposure to COVID-19; (c) according to public health authorities (including the Centers for Disease Control and Prevention and California Department of Health) being in close proximity of other people, which may include during volunteer activities at the Tournament, increases the risk of exposure to, and contraction of, COVID-19; (d) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (including the Centers for Disease Control and Prevention and California Department of Health) (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to close contact, including, but not limited to, a spouse, significant other, family members, and other contacts; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. I have taken it upon myself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including suffering severe personal injury or death. I ACKNOWLEDGE THAT I HAVE BEEN INFORMED THAT MY PERSONAL SAFETY CANNOT BE GUARANTEED. I ACKNOWLEDGE VOLUNTEERING AT THE TOURNAMENT IS COMPLETELY VOLUNTARY, AND I BELIEVE THAT THE POTENTIAL BENEFITS OF PARTICIPATION OUTWEIGH THE RISK AND DANGER ASSOCIATED WITH COVID-19. For more information on Covid-19 please see the California Department of Health site at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx>, the Center For Disease Control's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html> and the World Health Organization site at <https://www.who.int/emergencies/diseases/novel-coronavirus-2019>.
- COVID-19 RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE.** I, for myself and each of my Related Persons, do hereby KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, EACH AND ALL OF THE RELEASED PARTIES FROM (OR WITH RESPECT TO) ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, CLAIMS FOR DAMAGES, LOSSES, OR EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, THAT I OR ANY OF MY RELATED PERSONS MAY SUSTAIN BY VIRTUE OR ARISING OUT OF PROVIDING VOLUNTEER SERVICES TO OR MY PRESENCE AT THE TOURNAMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF THE NEGLIGENCE OF RELEASEES, ANY ACCIDENTS, INJURIES, OR ILLNESSES (INCLUDING DEATH AND INCLUDING, BUT NOT LIMITED TO, INJURY OR DEATH DUE TO COVID-19), OR ANY DEMANDS OR ACTIONS FOR NEGLIGENCE, PREMISES LIABILITY, EMOTIONAL INJURY, OR TORT CLAIMS. I FURTHER AGREE THAT THE FORGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19, BY ANY OTHER

INDIVIDUAL, INCLUDING BUT NOT LIMITED TO MY MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF THEIR TRAVELING WITH ME TO THE TOURNAMENT OR AS A RESULT OF THEM BEING EXPOSED TO SUCH DISEASES BY ME AFTER I VOLUNTEER AT OR TRAVEL TO THE TOURNAMENT. This Agreement may be pleaded as a complete defense to any action or other proceeding which may be brought, instituted, or taken by me or Related Persons against any or all of the Releasees.

- 3) **COVID-19 EXPRESS ASSUMPTION OF RISK.** I acknowledge that COVID-19 is extremely contagious and spreads mainly from person-to-person contact. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19 at the Tournament; however, it cannot be guaranteed that I will not become exposed to or infected with COVID-19 due to my attendance at the Tournament, despite reasonable efforts to mitigate such dangers. Furthermore, volunteering at the Tournament could increase my risk of contracting COVID-19. I FULLY UNDERSTAND AND KNOWINGLY AND VOLUNTARILY ASSUME THE RISK THAT I MAY BE EXPOSED TO OR INFECTED WITH COVID-19 DUE MY VOLUNTEERING OR PRESENCE AT THE TOURNAMENT, AND THAT SUCH EXPOSURE OR INFECTION MAY INVOLVE THE RISK OF SERIOUS INJURY, ILLNESS, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, PERMANENT DISABILITY AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, ANY OF THE RELEASEES, OR OTHER THIRD PARTIES. I acknowledge that volunteering at the Tournament is without assumption of responsibility or risk of any kind by Releasees and Releasees do not make any representation or warranty of any kind with respect to the Tournament. I further acknowledge and understand that if infected with COVID-19, I may infect others I subsequently come into contact with, even if I am not experiencing or displaying any symptoms of illness myself, and that the risk of spreading COVID-19 to others remains even after I depart from the Tournament. I hereby expressly assume all such risks and dangers whether presently known or unknown. I further agree that in case of any action being brought for or on behalf of me on account of any loss, damage, injury or death sustained by me while volunteering at the Tournament, any related activities, or in transportation connected with any of the foregoing, that I will be personally responsible and agree to repay to Releasees and defend and hold each of them harmless against any amounts recovered against any of them in connection with any such action and all related costs incurred by Releasees.
- 4) **COMPLIANCE.** I agree to comply with all applicable statutes, acts, ordinances, laws, rules, regulations, codes, and standards in connection with volunteering at the Tournament (including all laws, rules, regulations and orders pertaining to COVID-19, including, without limitation, consenting to and participation any temperature checks at the Tournament). I further represent and warrant that I will abide by best practices, guidelines and protocols (including those pertaining to health and safety) relating to COVID -19, including, without limitation, those issued by federal, state and local authorities, the CDC, the Tournament, Host Organization and the LPGA, (including, without limitation, those related to social distancing, hygiene and wearing of personal protective equipment). In connection with the foregoing, I shall indemnify, defend and hold Releasees harmless from and against any and all liabilities, losses, damages and expenses (including reasonable attorneys' fees) in connection with any actual or alleged breach of the foregoing representations and warranties. In addition, I agree to conduct myself in a professional manner and treat all volunteers, colleagues, officials, support staff, and all Tournament participants respectfully. I agree that before I provide any volunteer services in connection with the Tournament, I will inspect the related facilities, competition site, and equipment. I will immediately advise Tournament personnel of any unsafe condition that I observe.
- 5) **INFORMED CONSENT AND VOLUNTARY PARTICIPATION.** BY INDICATING MY ACCEPTANCE OF THIS AGREEMENT, I AM AFFIRMING THAT I HAVE READ THIS COVID-19 ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM AGREEING TO THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF I AM SIGNING ON BEHALF OF A MINOR OR INCAPACITATED ADULT, I CERTIFY THAT I AM THE PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT. BY INDICATING MY ACCEPTANCE OF THIS AGREEMENT, I AM AFFIRMING THAT THIS AGREEMENT WAS FAIRLY ENTERED INTO BY MYSELF.

x

Print Name:

Date:

Affiliated Company (if applicable):

