

**LIABILITY RELEASE, WAIVER, HOLD HARMLESS, and COVENANT NOT TO SUE AGREEMENT (“the Agreement”)  
BETWEEN Eastern Ohio Junior Golf Tour LLC**

**&**

**PARENT/GUARDIAN NAME (print):** \_\_\_\_\_ **PARTICIPANT NAME (print):** \_\_\_\_\_

1. I, the undersigned, agree that the above child(ren)'s participation in **Eastern Ohio Junior Golf Tour LLC's** (the "Company") programs and activities (the "Activities") is completely voluntary. The Activities have been fully explained to me and I fully understand and appreciate the dangers, hazards, and risks inherent in the Activities, and in any activity my child(ren) may undertake supplemental to the Activities. I acknowledge the existence of the current COVID-19 pandemic (the "Pandemic") and the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 as a result of my child(ren) participating in the Activities. I understand and appreciate that while the Company has put in place preventative measures to reduce the spread of COVID-19, the Company cannot guarantee that my child(ren) and I will not become infected with COVID-19. Further, participating in the Activities could increase my child(ren) and my risk of contracting COVID-19, and the risk of becoming exposed to or infected by COVID-19 through my child(ren) participating in the Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to the Company and its employees, volunteers, and program participants and their families. These dangers, hazards, and risks can result in injury and impairment to my child(ren) and my body, general health, well-being, personal property, property under my responsibility, and could include serious or even fatal injuries or damages. These dangers, hazards, and risks include those foreseen and unforeseen, known and unknown.

2. In consideration for allowing my child(ren) to participate in the Activities, I, the undersigned, on behalf of myself, my child(ren), my family, heirs, assigns, and personal representative(s), hereby **VOLUNTARILY RELEASE, WAIVE, DISCHARGE, FOREVER HOLD HARMLESS, AND COVENANT NOT TO SUE** the Company, its administrators, officers, trustees, employees, agents, servants, members, and any affiliates ("the Releasees") from and against ANY and ALL present and future liability, claims, demands, causes of action, costs and expenses whatsoever arising out of or related to any loss, damage, or injury, including but not limited to suffering, illness, death and/or disability, that may be sustained by my child(ren) or me or any of the property belonging to me or under my control, **WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES** or otherwise, arising out of or related to the Pandemic or my child(ren)'s participation in the Activities, and in any independent activity supplemental to the Activities.

3. I **HEREBY VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO SUFFERING, ILLNESS, DEATH OR DISABILITY**, that may be sustained by my child(ren) or me or any of the property belonging to me or under my control, **WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES** or otherwise, arising out of or related to the Pandemic or my child(ren)'s participation in the Activities, and in any independent activity supplemental to the Activities.

4. I further agree that this Agreement expresses a full and complete settlement of liability on my part, regardless of the adequacy of the aforesaid consideration and that the acceptance of this Agreement shall not operate as an admission of liability on the part of anyone, nor as estoppel, waiver, or bar with respect to any claim the Releasees may have against the undersigned.

5. I further understand, agree, and hereby grant the Releasees permission to authorize emergency medical treatment for my child(ren) or me, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume **NO** responsibility for any injury, damages, or loss which might arise out or in connection with such authorized emergency medical treatment. I also hereby give the Company, and participating agencies permission to use film, video tape, and/or photographs of the above mentioned for lawful promotional purposes.

6. I further understand that the Company does not maintain any insurance policy covering any circumstances arising from my child(ren)'s participation in the Activities. As such, I am aware that I should review my personal insurance coverage.

7. It is my express intent that this Agreement shall bind the members of my family, if I am alive, and my heirs, executors, assigns, and personal representative(s), if I am deceased or incompetent, and shall be deemed as **A VOLUNTARY AGREEMENT TO RELEASE, WAIVE, DISCHARGE, FOREVER HOLD HARMLESS, AND COVENANT NOT TO SUE** the above-named Releasees.

8. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Ohio.

**\*\* THIS IS A LEGAL AGREEMENT THAT INCLUDES A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND ITS TERMS BEFORE SIGNING \*\***

In signing this Agreement, I acknowledge and represent that I have read the foregoing Agreement in its entirety, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing written have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration, fully intending to be bound by same.

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Full Name (please print):** \_\_\_\_\_