

**NEBRASKA JUNIOR GOLF
ASSUMPTION OF RISK, WAIVER, RELEASE
AND HOLD HARMLESS AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of permission for the below-named Participant and myself to be on premises at _____ (the "Host Facility") and Participant's registration to participate in _____ (hereinafter the "Event"), I, as the parent and/or legal guardian of Participant, acknowledge and agree on behalf of Participant and myself to the following:

1. General Understanding and Assumption of Risk. I/Participant agree that there are certain risks inherent in the game of golf and participating in the Event. I/Participant hereby assume all risks of serious injury, including death, incurred or suffered by me/Participant while on the Host Facility and/or the Event.

2. COVID-19.

a. General Understanding and Assumption of Risk. I/Participant understand the highly contagious nature of the coronavirus disease ("COVID-19"). I/Participant acknowledge and understand that I/Participant may be exposed to the COVID-19 by being on the Host Facility or participating in the Event. I/Participant further acknowledge that the circumstances regarding the COVID-19 pandemic are changing and that, accordingly, the Centers for Disease Control ("CDC") guidelines, along with any local guidelines, continue to be modified and updated, and I/ Participant, accept full responsibility for familiarizing myself and complying with the most recent updates and guidelines. I/Participant acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the Host Facility and participating in the Event.

b. Mask Usage. I/Participant understand and acknowledge that CDC guidelines provide that masks should be worn to protect against the spread of COVID-19, and that Nebraska Section, Professional Golfers Association of America, Inc. (the "Nebraska PGA") and Nebraska Junior Golf d/b/a Nebraska Golf Association (the "Nebraska Golf Association") recommend that all participants and attendees to the Event comply with the CDC guidelines regarding masks. Furthermore, I/Participant understand and acknowledge that the Host Facility and the county or municipality in which the Host Facility is located (the "County") may require that masks be worn in the Host Facility, and that such requirements are subject to change. I/Participant hereby agree to confirm with both the Host Facility and the County as to the current mask requirement in place prior to the Event, and further to comply with such requirement at all times during the Event. In the event that a mask is not required by the Host Facility or the County and I/Participant elect not to wear a mask, I/Participant hereby understand and acknowledge that my/Participant's decision to not wear a mask is contrary to the recommendation of Nebraska PGA and the Nebraska Golf Association.

3. Release. Notwithstanding the risks associated with being on the Host Facility, participating in the Event or as a result of COVID-19, I/Participant hereby willingly choose to be on the Host Facility and participate in the Event. I/Participant hereby RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Host Facility, the Nebraska PGA, the Nebraska Golf Association, any sponsors of the Event, or their respective owners, officers, directors, members, managers, agents, employees, affiliates and assigns (the "RELEASEES") from any liability related to the Event including COVID-19, which might occur as a result of my/Participant being on the Host Facility and participating in the Event, including the conduct of others.

4. Waiver. I/Participant hereby waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that I/Participant am releasing unknown future claims.

5. Indemnification. I/Participant agree to indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses, costs, or expenses of any nature whatsoever (including, without limitation, attorneys' fees) arising from or out of, or relating to, directly or indirectly, my/Participant's participation in the Event, being on the Host Facility or COVID-19 or any other illness, sickness or injury.

6. Acknowledgement. It is my/Participant's express intent that this ASSUMPTION OF RISK, WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Nebraska.

I/Participant have had sufficient opportunity to read this entire document. I/Participant understand this document and voluntarily agree to be bound by its terms. I further certify that I am the parent or legal guardian of the Participant and by submitting this application agree that Participant and I shall be bound by the terms above.

IN WITNESS WHEREOF, I have signed this ASSUMPTION OF RISK, WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT on behalf of myself and Participant on this ___ day of _____, 2021.

PARTICIPANT'S NAME: _____

PARENT/LEGAL GUARDIAN'S NAME: _____

PARENT/LEGAL GUARDIAN'S SIGNATURE: _____

NEBRASKA JUNIOR GOLF COVID-19 CERTIFICATION

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of permission for the below-named Participant and myself to be on premises at _____ (the "Host Facility") and Participant to participate in _____ (hereinafter the "Event"), I, as the parent and/or legal guardian of Participant, acknowledge and agree on behalf of Participant and myself to the following:

I/Participant acknowledge that each has voluntarily agreed to take the below screening that aligns with the Centers for Disease Control ("CDC") and hereby certify that the following responses are true and accurate to the best of my knowledge.

COVID-19 Questions:

1. Have you/Participant had any signs or symptoms of a fever in the past 24 hours such as chills, sweats, felt "feverish" or had had a temperature that is elevated for you/100.4F or greater?

Yes _____

No _____

2. Do you/Participant have any of the following symptoms?

- Cough
- Shortness of breath or difficulty breathing
- Sore Throat
- Headache
- Loss of taste or smell
- Diarrhea
- Nausea or vomiting
- Muscle or body aches
- Fatigue
- Congestion or runny nose

Yes _____

No _____

3. Have you/Participant traveled outside of the Continental United States in the last 14 days? Or, have you had any close contact in the last 14 days with someone with a diagnosis of COVID-19?

Yes _____

No _____

IF YOU ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, PLEASE DO NOT COME ON THE PROPERTY OF THE HOST FACILITY OR PARTICIPATE IN THE EVENT.

[If you have answered Yes to any of the above questions and believe that your/Participant's attendants and participation in the event should be allowed due to exigent circumstances, you may contact the Nebraska Section, Professional Golfers Association of America, Inc. (the "Nebraska PGA") and Nebraska Junior Golf at (402) 730-8364 and request that your participation be allowed. The Nebraska PGA and Nebraska Junior Golf will consider such requests on a case-by-case basis, and reserves the right to unilaterally determine, in its sole discretion, whether the request will be granted.]¹

DATE: _____, 2021.

PARTICIPANT'S NAME: _____

PARENT/LEGAL GUARDIAN'S NAME: _____

PARENT/LEGAL GUARDIAN'S SIGNATURE: _____
