

ASSUMPTION OF COVID-19 RISK AND RELEASE OF LIABILITY

Mac Golf, LLC dba Golfweek Amateur Tour (“the Organizer”), in collaboration with various Golf Course Operators (“The Golf Courses”), has organized the 2020 Golfweek Amateur Tour National Championship Tournament in Hilton Head (“the Event”). The scope of Organizer’s duties and undertakings have been limited to organizing, promoting, and generally ‘putting together’ the Event, and will continue to include tabulating score cards and awarding participants at the conclusion of the Event (“the Services”).

Since initially organizing the Event, the COVID-19 pandemic has occurred, and the Organizer has eliminated certain of the activities typically sponsored by the Organizer in association with the Event in an effort to continue the Event while complying with CDC and SCDHEC guidelines. Nonetheless, exposure to and infection by the COVID-19 virus remain a real and actual risk to participants, patrons, workers, and volunteers alike, and neither the Organizer nor any Golf Course can guarantee that a participant, patron, vendor, worker, or volunteer will not be exposed to or infected by the COVID-19 virus and/or other similar conditions (collectively, “the Virus”).

The Organizer has undertaken to ensure that all individuals who participate in the Event, whether a patron attending the Event, participant playing in the Event, or a sponsor, vendor, worker or volunteer working at the Event (collectively, the “Participants”), do so pursuant to CDC and SCDHEC standards (“the Guidelines”).

Moreover, the Organizer is only willing to continue the Event on the condition that all Participants a) represent that they are safe to participate, b) acknowledge the risks associated with such participation, c) adhere to the Guidelines, and d) assume all risk of exposure to and infection by the Virus while participating in the Event.

Therefore, in consideration for the foregoing, the Participant hereby represents, acknowledges, and agrees that he/she:

1. Is not infected with the Virus and has not been in contact with anyone who has contracted the Virus within the last fourteen (14) days.
2. Has not experienced any symptoms associated with the Virus within the last fourteen (14) days preceding the Event, including fever, chills, loss of appetite, smell, or taste, headaches, and the like.
3. Agrees to take reasonable measures to protect him/herself from exposure to the Virus while at the Event, including social distancing, wearing a face mask, and following the Guidelines.
4. Understands that, despite the Organizer’s and Golf Courses’ best practices, neither can guarantee the safety of the Participants or that the Event will be Virus-free, and that the risk of being exposed to and contracting the Virus while engaging in such participation at the Event is real and actual.
5. Assumes all risk of exposure to and infection by the Virus, and accepts sole responsibility for and any illness, injury, death, expense, loss, or other damage experienced by him/herself as the result of being exposed to or infected by the Virus (“Claims”).
6. Agrees not to sue, and forever releases, discharges, and holds harmless the Organizer, its officers, agents, representatives, and employees/independent contractors, together with the hosting Golf Courses and their respective officers, agents, representatives, and employees/independent contractors, together with all volunteers, from any and all Claims arising out of or related to my participation in the Event.

Date:

Signature