



COVID-19 Participant Release, Waiver and Covenant Not to Sue

As a condition to participate as a player or caddie in Mississippi Golf Association (MGA) competitions through December 31, 2020, I hereby acknowledge, certify and attest to the following:

- 1) I understand that there are certain risks inherent in the game of golf. I also understand that my participation in any competition, and my use of event facilities and equipment may be dangerous and could involve the risk of serious injury, even death.
- 2) In light of the COVID-19 pandemic of 2020, I acknowledge that any level of involvement or participation in these kinds of events may expose me to various viruses or infections that could be dangerous or even deadly.
- 3) I certify that within the last fourteen (14) days, I have not been diagnosed with COVID-19, nor have I been in close contact with anyone who has been diagnosed with COVID-19.
- 4) I understand that I will be required to provide the below certifications and may be asked to participate in a health screening verbal questionnaire on site at each competition, before teeing off, and if I refrain from participating in this questionnaire, or if I answer "YES" to any questions, I may not be allowed to participate in the competition. The questions asked of me during the on-site health screening and verbal questionnaire will include, but may not be limited to the following:
 - Within the last fourteen (14) days, have you...
 - Been diagnosed with COVID-19 or been in close contact with anyone who has been diagnosed with COVID-19?
 - Been personally requested to quarantine by a doctor or other medical authority?
 - Traveled outside the United States?
 - Run a fever over 100.4° Fahrenheit?
 - Experienced shortness of breath?
 - Experienced abnormal coughing symptoms?
 - Experienced loss of taste or smell, chills, shaking, sore throat or muscle aches?
 - Experienced any other unusual flu-like symptoms?
- 5) I acknowledge that from the time I arrive at the host venue I will adhere to social distancing and will make every effort to maintain at least six (6) feet of space between myself and all other persons during all competitions conducted by the Mississippi Golf Association.
- 6) I acknowledge that I will follow all signage, instructions, policies and procedures communicated to me by the MGA and/or the host club/facility and understand that I may be subject to penalty, including disqualification, should I deliberately or knowingly violate any of these instructions, policies or procedures.

- 7) I understand that during emergencies, including but not limited to suspensions of play for dangerous weather or other situations, the Mississippi Golf Association will likely not be able to ensure safe social distancing throughout a suspension.

ASSUMPTION OF THE RISK

- 8) I understand that the Mississippi Golf Association has implemented policies and procedures in an effort to help provide a safe environment for me and others to participate in this MGA activity, but neither the MGA, the host facility, nor myself can control the conduct of others. I understand that I am assuming all risks with my participation in this MGA activity.

RELEASE, WAIVER AND COVENANT NOT TO SUE

- 9) I hereby waive and release any and all claims and liabilities, now known or hereafter known, against the MGA, its officers, board of directors, members, partners, employees, agents, sponsors, contractors, and all of their successors and assigns, as well as, all facilities hosting MGA activities, their respective officers, board of directors, members, employees and all of their successors and assigns (collectively, "Releasees") on account of (a) injury, disease, infection, death, and property theft or damage, arising out of or attributable to my presence at a competition and/or my participation in a competition, and arising out of the actual, perceived, or alleged negligence of any Releasee, (the "Released Claims"). I covenant not to make or bring any Released Claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. It is my intent that this Release, Waiver and Covenant Not to Sue will bind myself and my personal representatives, spouse (if applicable), assigns, heirs, and next of kin without limitation, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE all Releasees in connection with the Released Claims.
- 10) I agree that I cannot terminate or rescind this Release, Waiver, and Covenant Not to Sue. It is my desire and intent that the terms, provisions, covenants, and remedies contained in this Release, Waiver and Covenant Not to Sue be enforceable to the fullest extent permitted by applicable law. This Release, Waiver and Covenant Not to Sue constitutes the sole and entire agreement between the MGA and me with respect to the Released Claims and supersedes all prior and contemporaneous understandings and agreements, written and oral, to the extent they might otherwise apply to the Released Claims. If any term or provision of this Release, Waiver and Covenant Not to Sue is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release, Waiver and Covenant Not to Sue, nor invalidate or render unenforceable such term or provision in any other jurisdiction. The MGA may assign this Release, Waiver and Covenant Not to Sue and its rights hereunder, in whole or in part, to any party. This Release, Waiver and Covenant Not to Sue is binding on and inures to the benefit of our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Release, Waiver and Covenant Not to Sue shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule (whether of the State of Mississippi or any other jurisdiction). Any claim or cause of action arising under this Release, Waiver and Covenant Not to Sue may be brought only in the federal and state courts located in Hinds County, Mississippi and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OF AGE (OR, IF NOT, THEN I HAVE OBTAINED THE SIGNATURE OF MY PARENT OR LEGAL GUARDIAN IN THE SPACE PROVIDED BELOW), AND THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, WAIVER AND COVENANT NOT TO SUE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE MGA.

Signature

Printed Name *(or Participant Name if under 18 years of age)*

Date

If the person named above is under 18 years of age: I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release, Waiver and Covenant Not to Sue.

Signature

Printed Name

Date

This COVID-19 Participant Release, Waiver and Covenant Not to Sue must be signed and received by the MGA prior to the individual's participation as a player or caddie in any MGA competition or related activity.

If this Release, Waiver and Covenant Not to Sue is not signed and returned in time, the participant will not be permitted to participate in any MGA activities until the document is signed and received by the MGA.

This Release, Waiver and Covenant Not to Sue may be signed and returned to the MGA via Docusign, it can be emailed to Executive Director, Carter Page, at carter@missgolf.org or Tournament Director, Adam Smith, at adam@missgolf.org or mailed or delivered overnight mail to the MGA (Attn: Championship Department) at 400 Clubhouse Drive, Pearl, MS 39208.