

## **Activity Waiver & Release**

This activity waiver and release (this "Agreement")

Between

**ORANGE COUNTY SENIORS GOLF ASSOCIATION**

(the "Activity Provider")

AND

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(the "Participant")

In consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

### **Consideration**

1. In consideration of being permitted to participate in the activity described below, the participants releases and forever discharges the activity provider, its owners, directors, officers, employees, agents, legal representatives and successors from all manner of actions, causes of actions, claims and demands for or by reason of or illness to persons or property, including injury resulting in the death of the participants, which has been or may be sustained as a consequence of the participants participation in the activity described below, and notwithstanding that such damage, loss, injury or illness may have been caused solely or partly by the negligence of the Activity Provider.
2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this agreement.

### **Details of the Activity**

3. The Participant will participate in the following activity: Golf Tournaments sponsored by the Orange County Seniors Golf Association.

### **Concurrent Release**

4. The Participant acknowledges that this Agreement is given with the express intention of extinguishing of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

### **Fitness to Participate**

5. The Participant acknowledges that the participant does not have any physical limitations, medical ailments, physical or mental to disabilities that would prevent the Participant from participating in the above-mentioned activity. If required by the Activity Provider, the Participant will sign a separate statement regarding COVID-19.

**Full and Final Settlement**

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the Agreement, and the Participant is freely and voluntarily executing the Agreement.
7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
8. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing the Agreement.
9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

**Governing Law**

10. This Agreement will be governed by and construed in accordance with and governed by the laws of the State of California.

**Emergency Contact**

11. Participant: \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_  
Emergency Contact Phone Number: \_\_\_\_\_

**IN WITNESS WHEREOF** the Participant and Activity Provider to the terms of this Agreement

Activity Provider

Participant

OCSGA  
\_\_\_\_\_  
President's Name

\_\_\_\_\_  
Participant's Name

Gil Mahlmeister  
\_\_\_\_\_  
President's Signature

\_\_\_\_\_  
Participant's Signature

August 24, 2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date