Assumption of the Risk, Waiver of Liability, and Representations Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The First Tee of Cleveland (TFTC) has put in place preventative measures to reduce the spread of COVID-19; however, TFTC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending (TFTC) programming could increase your risk/your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge 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 by attending TFTC.

I understand that the risk of becoming exposed to or infected by COVID-19 at TFTC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, TFTC employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at TFTC or participation in TFTC programming. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless TFTC, its employees, agents, and representatives, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of TFTC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any TFTC program.

I agree to accept sole responsibility for any injury to my child(ren) or myself and on behalf of my children, spouse, estate, heirs, executors, administrators, assigns, and personal representatives.

By signing below I acknowledge and represent that I have read the foregoing Assumption of Risk and Waiver of Liability, understand it and sign it voluntarily as my own free act and deed; I am sufficiently informed about the risks involved in participating in TFTC programs and activities to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I agree that this Assumption of Risk and Waiver of Liability shall be governed by and construed in accordance with Ohio law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Assumption of Risk and Waiver of Liability as a whole.

_________________________________________  __________________________________________
Name of Parent/Guardian                      Name of Participant/Participants

_______________________________
Signature of Parent/Guardian

Date: _________________

May 20, 2020 PAL