

WAIVER AND RELEASE AGREEMENT

I will be participating in/attending the **Ronald McDonald House Charities® Swing Fore the House**. The event is located at Champions Golf Course occurring on August 25, 2020 (the “Event”).

In consideration for participating in the Event, I understand and agree to the following:

For purposes of this Waiver and Release Agreement, the “Released Parties” shall mean any person or entity associated in any way with the Event, including but not limited to the Event’s sponsoring organizations, **Ronald McDonald House Charities of the Bluegrass** and each of their respective subsidiaries, affiliates, officers, directors, employees, volunteers, talent, artists and contractors at the Event, and any individual property owners or property managers of the Event venue.

Furthermore, for purposes of this Waiver and Release Agreement, the term “Loss” shall mean all damages, losses, claims, including attorneys’ fees, costs and expenses and injuries of every kind and character including, but not limited to, all economic damages, loss of business opportunities, embarrassment, mental anguish, stress, loss of consortium, loss of companionship and loss of enjoyment and lost wages or loss of employment.

I understand that the Novel Coronavirus, COVID-19, has been declared a worldwide pandemic and is extremely contagious. The Released Parties cannot guarantee that I will not become exposed or infected with COVID-19. Further, my attendance and participation could increase my risk of contracting COVID-19. By signing this agreement, I voluntarily assume the risk that I may be exposed to or infected with, COVID-19, which may result in my personal injury, illness, disability, and death. _____ (Initial)

I hereby declare that I am not currently ill with COVID 19, nor have COVID-19 symptoms, and will follow all COVID-19 related safety measures and Center for Disease Control (CDC) guidelines. My failure to follow the aforementioned safety measures and CDC guidelines may result in my removal from the KRS Golf Scramble. _____ (Initial)

IN CONSIDERATION FOR ALLOWING ME TO PARTICIPATE/ATTEND IN THE EVENT, I, HEREBY AND FOREVER DEFEND, INDEMNIFY, HOLD HARMLESS, RELEASE, AND DISCHARGE FROM ANY AND ALL LIABILITY THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, JUDGMENTS, DEMANDS, CONTROVERSIES, AGREEMENTS, DAMAGES, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, ARISING OUT OF CAUSED BY OR RELATED IN ANY WAY TO THE EVENT, THE CONDUCT OF THE EVENT WHETHER IN LAW OR EQUITY, NO MATTER WHAT THE CAUSE OR NATURE, AND I FURTHER WAIVE ANY CLAIMS THAT I MAY HAVE, STATE OR ASSERT AGAINST ANY OF THE RELEASED PARTIES IN ASSOCIATION WITH THE EVENT, OR ANY OF ITS ASSOCIATED ACTIVITIES, OR IN ANY WAY RELATED TO OR RESULTING FROM THE EVENT EVEN IF SUCH INJURY OR CLAIMS RESULTS FROM OR IS CAUSED BY THE ALLEGED NEGLIGENCE OF ANY OF THE RELEASED PARTIES, IN WHOLE OR IN PART. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF RELATED IN ANY WAY TO MY PARTICIPATION IN/OR ATTENDANCE AT THE EVENT. I FURTHER UNDERSTAND AND AGREE THAT MY ATTENDANCE/PARTICIPATION IS VOLUNTARY AND OF MY OWN VOLITION AND CHOOSING.

I hereby warrant that I am in good health and have no physical condition that would prevent me from participating in or attending the Event. I fully understand and acknowledge the dangers and risks associated with the Event, which include, but are not limited to, personal or bodily injuries, illness, impairment, and even death and that no amount of care, caution or expertise can eliminate such dangers. I acknowledge that Released Parties make no representations or warranties, implied or otherwise, about the Event safety.

I hereby consent to and authorize the use, by the Released Parties, of any and all **video, photographs, likenesses, or other audio visual or visual works** the Released Parties have taken or created of me (collectively, the “Works”), and of any reproductions of them, for any purpose whatsoever, including, but not by way of limitation, in connection with marketing videos, promotional materials, social media, digital streaming, publications, displays and exhibitions thereof in promotion, advertising and trade, without any further compensation to me. I hereby acknowledge that Ronald McDonald House Charities of the Bluegrass shall be the exclusive owner of the copyright in all such Works, and Ronald McDonald House Charities of the Bluegrass shall therefore have the exclusive right to reproduce the Works in copies, whole, or in part, and in any manner without restriction as to changes or alternations, in connection with the development, production, distribution, exploitation, advertisement, or promotion of the Works, and/or any other production, in any form of distribution to the public, including but not limited to, use on the worldwide web, social media, and digital promotions, in advertisements and promotions for any such uses, worldwide at any time in any and all media now known and hereafter devised.

I certify I am over the **age of 18** and am legally competent to sign this Waiver and Release Agreement, and I understand that the representations contained in this Waiver and Release Agreement are contractual and not mere recital. I have fully informed myself of and understand the contents of this Waiver and Release Agreement and I have signed this document of my own free act.

Date: _____

Signature: _____

Phone Number: _____

Printed Name: _____