



# PGA

## Nebraska Section

All participants in a Nebraska Section PGA Tournament **MUST** have the below documents completed in their entirety to compete in the registered event.

- Assumption of Risk, Waiver, Release and Hold Harmless Agreement
- Nebraska Section PGA COVID-19 Certification

## **ASSUMPTION OF RISK, WAIVER, RELEASE**

### **AND HOLD HARMLESS AGREEMENT**

#### **PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of permission to be on premises at the Club at Indian Creek (the "Host Facility") and registration to participate in the Indian Creek Pro-Am (hereinafter the "Event"), I hereby acknowledge and agree as follows:

1. General Understanding and Assumption of Risk. I acknowledge that I have voluntarily agreed to come on to the Host Facility and participate in the Event. I agree that there are certain risks inherent in the game of golf and participating in the Event. I hereby assume all risks of serious injury, including death, incurred or suffered by me while on the Host Facility or participating in the Event.

2. COVID-19.

a. General Understanding and Assumption of Risk. I understand the highly contagious nature of the coronavirus disease ("COVID-19"). I acknowledge and understand that I may be exposed to the COVID-19 by being on the Host Facility or participating in the Event. I further acknowledge that the circumstances regarding the COVID-19 pandemic are changing and that, accordingly, the Centers for Disease Control ("CDC") guidelines, along with any local guidelines, continue to be modified and updated, and I accept full responsibility for familiarizing myself and complying with the most recent updates and guidelines. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the Host Facility and participating in the Event.

b. Mask Usage. I understand and acknowledge that CDC guidelines provide that masks should be worn to protect against the spread of COVID-19, and that the Nebraska Section, Professional Golfers Association of America, Inc. (the "Nebraska PGA") recommends that all participants comply with the CDC guidelines regarding masks. Furthermore, I understand and acknowledge that the Host Facility and the county or municipality in which the Host Facility is located (the "County") may require that masks be worn in the Host Facility, and that such requirements are subject to change. I hereby agree to confirm with both the Host Facility and the County as to the current mask requirement in place prior to the Event, and further to comply with such requirement at all times during the Event. In the event that a mask is not required by the Host Facility or the County and I elect not to wear a mask, I hereby understand and acknowledge that my decision to not wear a mask is contrary to the recommendation of the Nebraska PGA.

3. General Release. Notwithstanding the risks associated with being on the Host Facility, participating in the Event or as a result of COVID-19, I hereby willingly choose to be on the Host Facility and participate in the Event. I hereby RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Host Facility, the Nebraska PGA, any sponsors of the Event, or their respective owners, officers, directors, members, managers, agents, employees, affiliates and assigns (the "RELEASEES") from any liability related to the Event including COVID-19, which might occur as a result of my being on the Host Facility and participating in the Event, including the conduct of others.

4. Photograph, Video and Likeness Release. By playing in the Event, I hereby consent and grant permission to the Nebraska PGA and Host Facility, together with their sponsors and all media (collectively, the "Consented-to Parties") to use all information submitted in my application/registration, and, any photograph, videotape, motion pictures, drone recordings, and any other record of this Event, including results, likeness, and name for any lawful purpose related to the Event and any Event publicity.

5. Waiver. I hereby waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that I am releasing unknown future claims.

6. Indemnification. I agree to indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses, costs, or expenses of any nature whatsoever (including, without limitation, attorneys' fees) arising from or out of, or relating to, directly or indirectly, my participation in the Event, being on the Host Facility, or COVID-19 or any other illness, sickness or injury.

7. Representatives. I hereby enter into this agreement for myself, my heirs, my assigns and my legal representatives.

8. Acknowledgement. It is my express intent that this ASSUMPTION OF RISK, WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Nebraska.

IN SIGNING THIS ASSUMPTION OF RISK, WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT, I REPRESENT THAT I have read and understood the foregoing and realize it relates to surrendering and releasing valuable legal rights, and I do so freely and voluntarily; I am at least nineteen (19) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration, fully intending to be bound by its terms.

IN WITNESS WHEREOF, I have signed this ASSUMPTION OF RISK, WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT on this 11th day of October, 2021.

PARTICIPANT'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**NEBRASKA SECTION PGA COVID-19 CERTIFICATION**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of permission to be on premises at the Club at Indian Creek (the "Host Facility") and to participate in the Indian Creek Pro-Am (hereinafter the "Event"), I hereby acknowledge and agree as follows:

I acknowledge that I have voluntarily agreed to take the below screening that aligns with the Centers for Disease Control ("CDC") and hereby certify that the following responses are true and accurate to the best of my knowledge.

**COVID-19 Questions:**

1. Have you had any signs or symptoms of a fever in the past 24 hours such as chills, sweats, felt "feverish" or had had a temperature that is elevated for you/100.4F or greater?

Yes\_\_\_\_ No\_\_\_\_

2. Do you have any of the following symptoms?

- Cough
- Shortness of breath or difficulty breathing
- Headache
- Sore throat
- Loss of taste or smell
- Diarrhea
- Nausea or vomiting
- Muscle or body aches
- Fatigue
- Congestion or runny nose

Yes\_\_\_\_ No\_\_\_\_

3. Have you traveled outside of the Continental United States in the last 14 days? Or, have you had any close contact in the last 14 days with someone with a diagnosis of COVID-19?

Yes\_\_\_\_ No\_\_\_\_

IF YOU ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, PLEASE DO NOT COME ON THE PROPERTY OF THE HOST FACILITY OR PARTICIPATE IN THE EVENT.

If you have answered Yes to any of the above questions and believe that your participation in the event should be allowed due to exigent circumstances, you may contact the Nebraska Section PGA at (402) 489-7760 and request that your participation be allowed. The Nebraska Section PGA will consider such requests on a case-by-case basis, and reserves the right to unilaterally determine, in its sole discretion, whether the request will be granted.

DATE: October 11, 2021.

PARTICIPANT'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_