

Hawaii State Golf Association COVID-19 Participant Release, Waiver and Covenant Not to Sue

As a condition to participate as a player or caddie in Hawaii State Golf Association (HSGA) competitions through December 31, 2021, on behalf of myself and my partner indicated on the registration form 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 participate in a health screening verbal questionnaire and temperature check on site at check-in before teeing off, and if I refrain from participating in this questionnaire, or if I answer "YES" to any questions, or if I register a temperature above 100.4 degrees Fahrenheit, 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 HSGA.

6) I acknowledge that I will follow all signage, instructions, policies and procedures communicated to me by the HSGA 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 Hawaii State Golf Association will likely not be able to ensure safe social distancing throughout a suspension.

ASSUMPTION OF THE RISK

8) I understand that Hawaii State Golf Association has implemented policies and procedures in an effort to help provide a safe environment for me and others to participate in this HSGA activity, but neither the HSGA, the host facility, nor myself can control the conduct of others. I understand that I am assuming all risks with my participation in this HSGA 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 HSGA, its officers, board of directors, members, partners, employees, agents, sponsors, contractors, and all of their successors and assigns, as well as, all facilities hosting HSGA 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 HSGA 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 HSGA 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 Hawaii without giving effect to any choice or conflict of law provision or rule (whether of the State of Hawaii 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 Honolulu County, Hawaii and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

This COVID-19 Participant Release, Waiver and Covenant Not to Sue must be acknowledged and received by the HSGA prior to the team's participation in any HSGA competition or related activity. If

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

This portion is to be filled out by HSGA Staff at Check-in. Anyone who answers “Yes” to following questions or registers a temperature above 100.4 degrees Fahrenheit may not be allowed to participate in this event.

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? Yes___ No___
- Been personally requested to quarantine by a doctor or other medical authority? Yes___ No___
- Traveled outside the United States? Yes___ No___
- Run a fever over 100.4° Fahrenheit? Yes___ No___
- Experienced shortness of breath? Yes___ No___
- Experienced abnormal coughing symptoms? Yes___ No___
- Experienced loss of taste or smell, chills, shaking, sore throat or muscle aches? Yes___ No___
- Experienced any other unusual flu-like symptoms? Yes___ No___
- Participant’s Temperature at time of Check-in _____Degrees Fahrenheit

HSGA Staff Initial to certify answers to above Questions _____