



HIWAN GOLF CLUB
EVERGREEN, COLORADO

PARTICIPANT LIABILITY RELEASE AND WAIVER FORM

Every parent/guardian of a minor participant must read, complete, and sign this form in order for the participant to be eligible to participate in any physical activity (“Activity”) offered by Concert Hiwan LLC (“Club”), including youth programs, golf, tennis, swimming, sports, fitness, boating, fishing, recreational play, field trips, training, instruction, and other physical activities.

In consideration of my child or dependent’s participation in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the undersigned, on behalf of himself/herself and his/her minor child(ren) or dependent(s), heirs, beneficiaries, executors, administrators, representatives, successors, and assigns, hereby agrees to the following:

Affirmations: The undersigned hereby represents and warrants that he/she is aware of the physical and mental condition and limitations, if any, of participant, that participant is medically fit and qualified to participate in the Activity, and that there are no medical conditions or limitations that would make participant’s participation in the Activity unsafe.

Assumption of Risk: The undersigned acknowledges and understands that participant’s participation in the Activity involves risks of physical illness or injury (minimal, serious, catastrophic, or fatal) and property damage and may involve potential risks of physical illness or injury and property damage of which the undersigned may not be presently aware. Notwithstanding such risks and potential risks, the undersigned voluntarily elects to allow participant to participate in the Activity with knowledge of such risks and potential risks and hereby agrees to accept and assume any and all risks of personal injury, death, or property damage.

COVID-19 *et al.* Assumption of Risk: The undersigned acknowledges that he/she is aware that participants are not required to vaccinate against COVID-19 or other infectious diseases, prove immunization against COVID-19 or other infectious diseases, or wear masks or face coverings, unless required by state law or local ordinances, in order to participate in or attend the Activity, and that certain risks associated with exposure to COVID-19 or other infectious diseases may exist in connection with the Activity. The undersigned hereby accepts and assumes any and all risks, potential risks, and liability concerning participant’s health and safety and possible exposure to COVID-19 or other infectious diseases in connection with the Activity.

Liability Release: The undersigned irrevocably releases and forever discharges Club and its parent companies and each of their officers, directors, employees, agents, representatives, insurers, predecessors, and successors, and all other related persons, firms, companies, or associations (collectively, “Releasees”) from any and all claims, actions, causes of action, demands, damages (including actual, compensatory, punitive, and statutory), costs, judgments, expenses, liabilities, attorneys’ fees, and legal costs, or any other compensation whatsoever, whether based in tort, contract, statute, strict liability, or any other theory of law, which the undersigned or participant now has or which hereafter may accrue to the undersigned or participant on account of, arising out of, or in any way relating to participant’s

participation in the Activity, whether such activities or events occur on or off Club premises, whether they are supervised or unsupervised, or whether they result in injury, illness, or damage of any kind, including, without limitation, personal injury, death, or property damage.

Medical Release: The undersigned acknowledges and agrees that, in the event of physical illness or injury or other emergency, Club may deem it necessary to administer first aid or obtain medical treatment for participant; and in any such event, the undersigned hereby authorizes such action and irrevocably releases and holds harmless Releasees arising out of, or relating to, the administering of first aid or obtaining medical treatment. The undersigned further acknowledges and understands that he/she will be responsible for any and all medical and related costs that may be incurred on behalf of participant in connection with such medical treatment.

Appearance Agreement: The undersigned acknowledges and understands that, as a participant in or spectator of the Activity, participant or the undersigned may be included in photographs, audio and video recordings, streaming, videotapes, DVDs, podcasts, and videocasts taken during the Activity. By participating in or attending the Activity, the undersigned hereby grants to Releasees and their successors, assigns, licensees, sponsors, media partners, television networks, and all other affiliated commercial exhibitors an irrevocable, perpetual, royalty-free license to use, reproduce, publish, display, copyright, alter, and distribute participant's and the undersigned's photograph, portrait, picture, image, caricature, likeness, name, legal name, professional name, voice, appearance, performance, and biographical material (collectively, "NIL") on websites, social media, and in any media, including radio, Internet, print, network, cable and satellite television broadcast, podcast, webcast, narrowcast, wireless, mobile, software applications, compact disc, digital video disc, digital audio, video, on-demand service, or any other form of broadcast, transmission, distribution, or publication, whether presently known or subsequently developed (collectively, "Media"). The undersigned further acknowledges and understands that participant's and/or the undersigned's NIL may be used for promotional, marketing, and other commercial purposes, including in connection with advertising and sales, and participant's and/or the undersigned's NIL may be used, published, altered, or displayed, in whole or in part, and in conjunction with other NIL. The undersigned expressly waives any right to inspect or approve the use of participant's or the undersigned's NIL prior to any use, publication, or production, and on behalf of himself/herself, participant, and each of their children, dependents, heirs, beneficiaries, executors, administrators, representatives, successors, and assigns, fully and forever releases, acquits, and discharges the Releasees and their affiliates from any and all liabilities, claims, demands, actions, causes of action, and rights, whether contingent, accrued, inchoate, or otherwise, arising out of, or relating to, any use of participant's or the undersigned's NIL.

Waiver: The undersigned expressly and irrevocably waives any and all rights to sue the Releasees relating to, or in connection with, participant's participation in the Activity or the use of participant's or the undersigned's NIL.

Indemnification: The undersigned irrevocably agrees to indemnify, defend, and hold harmless each of the Releasees from and against any and all claims, actions, causes of action, demands, damages (including actual, compensatory, punitive, and statutory), costs, judgments, expenses, liabilities, attorneys' fees, and legal costs, or any other compensation

whatsoever, whether based in tort, contract, statute, strict liability, or any other theory of law, arising out of, or in any way relating to, use of participant's or the undersigned's NIL, or participant's participation in the Activity, whether such activities or events occur on or off Club premises, whether they are supervised or unsupervised, or whether they result in injury, illness, or damage of any kind, including, without limitation, personal injury, death, or property damage.

Rules: All participants are expected and required to behave respectfully and courteously toward Club staff and other participants during the Activity. The undersigned acknowledges and understands that any violation of or failure to comply with the oral or written instructions of Club staff, as determined in Club's sole discretion, may result in dismissal of participant from the Activity, with no refund. Club reserves the right to exclude participant from participation in any Activity if participant exhibits any signs or symptoms of illness or injury, or otherwise raises safety concerns, as determined by Club in its sole discretion.

No Warranties: Club makes no representations, warranties (express or implied), guarantees, or conditions of any kind regarding the Activity and expressly disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT HE/SHE HAS CAREFULLY READ THE FOREGOING PARTICIPANT LIABILITY RELEASE AND WAIVER FORM, KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND SIGNS THE SAME AS HIS/HER OWN FREE ACT AND ON BEHALF OF HIMSELF/HERSELF AND EACH PARTICIPANT IDENTIFIED BELOW.

Parent/Guardian Name:	Date:
Parent/Guardian Signature:	Email:
Primary Telephone No.:	Emergency Contact Name/Telephone No.:

Participant Names:

1.	2.
3.	4.
5.	6.
7.	8.
9.	10.