

**Hogan's Junior Golf Foundation DBA First Tee of Omaha**  
**ASSUMPTION OF RISK, WAIVER, RELEASE**  
**AND HOLD HARMLESS AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of permission for the below-named Participant, to receive golf and life skills programming offered by Hogan's Junior Golf Heroes DBA First Tee of Omaha at \_\_\_\_\_ (the "Location(s)/Host Facility or Facilities of Summer Programming" attending) and myself, spouse, significant other, family member, legal guardian or designated chaperone to be on premise(s), I, as the parent and/or legal guardian of Participant, acknowledge and agree to the following:

I/Participant agree that there are certain risks inherent in the participation in golf. I/Participant hereby assume all risks of damages, injury, including death, incurred or suffered by me/Participant while at the Host Facility and/or the Event.

1. COVID-19 – General Understanding and Assumption of Risk. I/Participant, understand the hazards of the coronavirus disease ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I/Participant acknowledge and understand that the circumstances regarding COVID-19 are changing and that, accordingly, the CDC guidelines, along with any local guidelines, are regularly being modified and updated, and I, on behalf of myself and the Participant, accept full responsibility for familiarizing myself with the most recent updates. I, for myself and on behalf of Participant, acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the Host Site Facility and participating in the Event.
2. Release. Notwithstanding the risks associated with participating in the Event or as a result of COVID-19, I/Participant hereby willingly choose to be on the Host Facility and participate in the Event. I/Participant hereby RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Host Facility, the Nebraska Section, Professional Golfers Association of America, INC., the Nebraska Golf Association, any sponsors of the Event, Hogan's Junior Golf Heroes Foundation DBA First of Omaha and the World Golf Hall of Fame; parent or First Tee and its chapters across the United States and internally, 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.

3. Waiver. I/Participant 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/Participant am releasing unknown future claims.
4. Indemnification. I/Participant 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/Participant’s participation in the Event, being on the Host Facility, the infection of COVID-19 or any other illness, sickness or injury.
5. 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.

I/Participant have had sufficient opportunity to read this entire document. I/Participant understand this document and voluntarily agree to be bound by its terms. I further certify that I am the parent or legal guardian of the Participant and by submitting this application agree to be Participant/me being bound by the terms above.

IN WITNESS WHEREOF, I/Participant have signed this Assumption of Risk, Waiver, Release, and Hold Harmless Agreement on this \_\_\_ day of \_\_\_\_\_, 2020.

PARTICIPANT’S NAME: \_\_\_\_\_ (Please Print)

PARENT/LEGAL GUARDIAN’S NAME: \_\_\_\_\_ (Please Print)

PARENT/LEGAL GUARDIAN’S SIGNATURE: \_\_\_\_\_