Golf Québec
Tournament Waiver & Release
COVID-19

Every player **MUST** read and understand this waiver and release before participating in a Golf Québec competition/activity.

I understand that this Waiver and Release is made for the benefit of **Golf Québec or any of its regional associations**, and each of its directors, officers, employees, volunteers, coaches, officials, business operators, agents, and site property owners or occupiers (collectively, the "Organization").

I understand that there are inherent risks ("**Risks**") associated with each of the following activities ("**Activities**"):
- the game of golf,
- the use of golf equipment and/or power carts, whether rented or purchased from the Organization, or my own,
- the use of Organization's facilities, and
- participation in sports, fitness, instruction, food & beverage services, and other activities, services, programs or events provided or organized by the Organization

I am aware that the Risks include, but are not limited to, the potential for serious personal injury, death, or property damage. I understand the Risks may be relative to my own state of fitness and health (including physical, mental and emotional), and to the awareness, care and skill with which I conduct myself.

I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or other loss resulting from my participation in the above-described Activities. I accept these Risks and agree to the terms of this Waiver and Release, even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in the Activities.

In addition to consideration given to the Organization for my participation in Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my "**Legal Representatives**"), agree:

- to waive all claims that I have or may have in the future against the Organization;
- to release and forever discharge the Organization from all liability for all personal injury, death, property damage or other loss resulting from my participation in the above-described Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances) either passive or active, breach of any duty imposed by law, breach of contract or mistake or error of judgment of the Organization;
- to release and forever discharge the Organization from all liability for all personal injury, death, property damage or other loss resulting from any infectious disease, virus, bacterium, or other microorganism (whether asymptomatic or not); or

- to release and forever discharge the Organization from all liability for all personal injury, death, property damage or other loss resulting from Coronavirus (COVID-19) including any mutation or variation thereof; or
- to release and forever discharge the Organization from all liability for all personal injury, death, property damage or other loss resulting from Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority; and
- to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Activities.

In submitting this application, I understand and agree to the following:

- the responsibility for ensuring this entry is received by the Organization no later than the day of the application deadline is mine, and that this entry will be automatically rejected if received by the Organization after such date and time;
- the championship regulations (including eligibility requirements, notice of withdrawal, on-site registration, player meeting attendance);
- the application is subject to the approval of the Organization's Selection Committee;
- the entry is subject to rejection at any time (including during the competition) by the Organization, including for unbecoming conduct;
- the responsibility to read and understand how each of the Organization's competition policies applies to this specific championship;
- to abide by local, provincial, or federal safety protocols, including practising 'social distancing' in defence and mitigation of the COVID-19 outbreak; and
- to receiving email messages from the Organization, relating to championships;

In consideration for the Organization's services in sponsoring the championship, I hereby grant and assign to the Organization, without limitation, my individual television, radio, motion picture, print advertising, Internet and all other related media rights with respect to my participation in the championship.

In case of a medical emergency during the championship, I authorize a qualified medical doctor to take all necessary measures in the treatment of this applicant.

For all junior competitions/activities, where the applicant might be a minor, the parent and/or legal guardian certifies that the information contained within this entry is true, that they are aware of the applicant's intention to participate in this championship(s), and that the applicant does so with their approval and consent.

I agree that this Waiver and Release and all terms contained within are governed by the laws of the Province in which the Activities occur. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province. Any litigation to enforce this Waiver and Release must be instituted in the Province in which the Activities occur.

I confirm that I have had sufficient time to read and understand each term in this Waiver and Release in its entirety, and have agreed to the terms freely and voluntarily. I understand that this Waiver and Release is binding on myself and my Legal Representatives. I confirm that I have reached the age of majority in the Province in which the Activities occur or will occur.