

COVID-19 Participant Certification, Release and Waiver

As a condition of my participation as a player in any Massachusetts Golf Association Inc. ("Mass Golf") activities or competitions (each, an "Event") through December 31, 2022 (the "Term"), I hereby certify, acknowledge and agree to the following, as of the date of each such Event:

CERTIFICATIONS AND AGREEMENTS

- 1) Within the ten (10) days prior to the Event, I have not:
- a) been diagnosed with 2019 novel coronavirus disease ("COVID-19");
 - b) to my knowledge, been in close contact with anyone who has been diagnosed with COVID-19; or
 - c) experienced symptoms associated with COVID-19, such as a persistent fever of over 100.4 degrees Fahrenheit; shortness of breath; abnormal coughing; loss of taste or smell; or other flu-like symptoms such as chills, shaking, sore throat or muscle aches.

If any of the preceding are not accurate as of the date of the Event, I will so notify Mass Golf and withdraw from the Event.

- 2) Mass Golf and the club or facility hosting the Event (the "Host Facility") may, as a condition of my participation in the Event, impose protective requirements relating to COVID-19. Such requirements may include, without limitation, proof of vaccination status, evidence of negative test results, use of masks and other social distancing measures. I understand that, while Mass Golf will endeavor to provide reasonable advance notice of the adoption of any such requirements, changes in circumstances, including municipal or other governmental requirements and developments in the COVID-19 pandemic, may require the imposition of such measures at any time prior to or during the Event, and my continued participation in the Event or presence at the Host Facility may be conditioned on compliance with such requirements regardless of when they are adopted or communicated.

- 3) Each of the foregoing statements in Sections 1 through 2 are referred to as a "Certification" and collectively as the "Certifications."

I UNDERSTAND THAT EACH AND EVERY CERTIFICATION IS DEEMED MADE AS OF THE DATE OF EACH EVENT IN WHICH I PARTICIPATE DURING THE TERM. I UNDERSTAND THAT I HAVE AN AFFIRMATIVE DUTY TO INFORM MASS GOLF OF MY WITHDRAWAL IF I AM UNABLE TO MAKE ANY OF THE CERTIFICATIONS AS OF THE DATE OF ANY EVENT

ASSUMPTION OF RISK

- 4) I understand that there are certain risks inherent in the game of golf. I also understand that my participation in any Event, and my use of event facilities and equipment may be dangerous and could involve the risk of serious injury, even death.

- 5) I am aware of the highly contagious nature of COVID-19 and the risk that I may be exposed to COVID-19 by engaging in the Event. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Mass Golf employees. I understand that a) Mass Golf cannot guarantee that I will not become infected with COVID-19 while participating in the Event, and b) participating in the Event may increase my risk of contracting COVID-19.

- 6) NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO COVID-19, ARISING FROM MY PARTICIPATION IN THE EVENT, WHETHER CAUSED BY THE ACTS OR OMISSIONS OF MASS GOLF OR OTHERWISE.

RELEASE AND WAIVER

7) I hereby waive and release any and all claims and liabilities, now known or hereafter known, against Mass Golf, its officers, directors, members, partners, employees, agents, sponsors, contractors, volunteers and all of their heirs, successors and assigns, as well as the Host Facility and all other facilities hosting Mass Golf activities, and their respective officers, directors, members, employees, agents, sponsors, contractors, volunteers and all of their heirs, successors and assigns (collectively, "Releasees"), on account of injury, disease, infection, death, and property theft or damage, arising out of or attributable to my presence at an Event and/or my participation in an Event, whether or not arising out of the actual, perceived, or alleged negligence of any Releasee, (the "Released Claims"), except for claims arising out of the gross negligence or willful misconduct of a Releasee. 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 and Waiver 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 of all Releasees in connection with the Released Claims. Notwithstanding anything to the contrary herein, to the extent that an individual is a participant in an Event, then such individual will not be deemed a Releasee with respect to any Released Claims arising out of such individual's actions as a participant in such Event.

8) I understand that the certifications, agreements, waivers, releases and other terms set forth herein shall apply and remain in full force and effect throughout the Term even if I have received vaccination from Covid-19.

9) This Release and Waiver constitutes the sole and entire agreement between Mass Golf 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 and Waiver 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 and Waiver. This Release and Waiver is binding on and inures to the benefit of my heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Release and Waiver shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction). Any claim or cause of action arising under this Release and Waiver may be brought only in the federal and state courts located in the Commonwealth of Massachusetts and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

- MY PARTICIPATION IN THE EVENT CONFIRMS THAT I HAVE READ AND AGREE TO THIS CERTIFICATION, RELEASE AND WAIVER, AND THAT I AM AT LEAST 18 YEARS OF AGE (OR, IF NOT, THAT MY PARENT OR LEGAL GUARDIAN HAS ON MY BEHALF READ AND UNDERSTOOD AND AGREED TO ALL OF THE TERMS OF THIS CERTIFICATION, RELEASE AND WAIVER, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MASS GOLF.