

**Jim Wise Golf Academy at Medina Country Club and Medina  
County Club**

**LIABILITY FORM**

To: Jim Wise Golf Academy at Medina Country Club and Medina County Club (“JWGA an MCC”)

In consideration of my child \_\_\_\_\_ (“child”) being allowed to participate in a JWGA and MCC and/or instructional clinic (“camp/clinic”) and/or other events and activities, I, the undersigned acknowledge and agree that:

1. I am the child’s parent or legal guardian and have authority to sign this waiver of liability on behalf of the child.
2. I acknowledge that the inherent risks of injury, including serious injury, are associated with the activities involved in the camp/clinic and that such risks are always present due to the nature of golf.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my child’s participation in the camp/clinic and any related activities.
4. I willingly agree to comply with JWGA and MCC’s policies and procedures (as amended from time to time) and with the camp’s/clinic’s terms and conditions for my child’s participation. I acknowledge and fully realize the dangers of participating in such activities, and fully assume all risks associated with my child’s participation in such activities, including, without limitation, any and all risks of bodily injury to my child, including medical or hospital bills, permanent or partial disability, death, and damages to my property, caused by or arising from my child’s participation in the programs.
5. I have provided, in writing to JWGA and MCC, any and all allergies (food or otherwise) and medical conditions from which my child suffers and confirm that such allergies or medical conditions are not of such a nature that participation in the camp/clinic will adversely impact my child’s health.
6. I, for myself, my child and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS JWGA and MCC and its respective agents, volunteers, employees, officers, directors, officials, other participants, sponsoring agencies, sponsors, advertisers and applicable owners (“Releasees”) from and against any and all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, howsoever caused, including (without limitation) arising or to arise by reason of (i) attendance at the facilities operated by JWGA and MCC or attendance at the camp/clinic or other events and activities, organized in whole or in part by JWGA and MCC whether as a spectator, participant competitor, or otherwise, whether prior to, during or subsequent to the said attendance and notwithstanding any such claim hereby agree not to make any claims or take any proceedings whatsoever with respect to and of the matters herein before released against any individual or corporation who might claim contribution or indemnity pursuant to the provisions of any statute or otherwise from JWGA and MCC and its respective employees, officers, directors, shareholders, agents, representatives, successors and assigns, (ii) negligence (gross failure to use such care as a reasonably prudent and careful person would use under similar circumstances), (iii) breach of any duty imposed by law or in equity, (iv) breach of contract or (v) mistake or error of judgment of JWGA and MCC.
7. I agree that this waiver and all terms contained within are governed by the laws of Ohio. I hereby irrevocably submit to the exclusive jurisdiction of the courts of Ohio. Any litigation to enforce this waiver must be instituted in Ohio.

**8. ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO  
CORONAVIRUS/COVID-19**

COVID-19 is believed to spread mainly from person-to-person and between people in close contact with one another. The virus is thought to spread through respiratory droplets when an infected person coughs or sneezes. As a result, federal, state, and local governments and health agencies recommend social distancing for one primary pre- caution. Jim Wise Golf Academy at Medina Country Club and

Medina County Club have put in place preventative measures to reduce the spread of COVID-19: however, Jim Wise Golf Academy at Medina Country Club and Medina County Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Jim Wise Golf Academy at Medina Country Club and Medina County Club could increase risk and your child(ren)'s risk of contracting COVID-19.

## **RELEASE**

With the above in mind, and being fully aware of the risks and possibility of injury involved, I/ We consent to have my child participate in the programs offered by Jim Wise Golf Academy at Medina Country Club and Medina County Club including instruction, open workouts, running and conditioning, exhibitions, competitions, or clinics in which he or she may be participating or while traveling to or from any activity sponsored by Jim Wise Golf Academy at Medina Country Club and Medina Country Club and Facilities.

I/ We recognize it is the responsibility of each participant to practice safe golf and will instruct my/our child/children accordingly.

I/ We fully understand and will direct the minor participant there are risks and dangers associated with participation in golf events including but not limited to bodily injury, partial and/or total disability and death.

These risks may be caused by the negligence of the participant or negligence of others and there may be other risks not known to us at this time; including any associated legal fees.

I, my executors or other representatives, waive and release all rights and claims for damages I or my child may have against Jim Wise Golf Academy at Medina Country Club and Medina County Club, and/or its representatives whether paid or volunteer.

I / We understand and agree this release includes any claims based on the actions, omissions or negligence of Jim Wise Golf Academy at Medina Country Club and Medina County Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Jim Wise Golf Academy at Medina Country Club and Medina County Club programs.

I AGREE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO AND HAVE READ, IN ITS ENTIRETY, THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK STATEMENT AND FURTHER FULLY UNDERSTAND THE TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_