

## Assumption of the Risk and Waiver of Liability Agreement

You have requested to participate in the voluntary activity of playing golf, including use of carts and the driving range (the "Activity") provided by the City of Palo Alto and OB Sports Golf Management (Baylands), LLC ("the Hosts") at the Baylands Golf Links. Please read, fill in, and sign this Assumption of the Risk and Waiver Agreement to agree to the terms and acknowledgements below. This Agreement will be kept on file for future participation.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend and/or require social distancing and have, in many situations, prohibited the congregation of groups of people.

The Hosts have put in place preventative measures to reduce the spread of COVID-19; however, the Hosts **cannot guarantee** that you or your child(ren) will not become infected with COVID-19 in participating in the Activity. Further, **participating in the Activity could increase** your risk and your child(ren)'s risk of contracting COVID-19.

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By signing this agreement, I (including on behalf of my child, if a minor) acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 in participating in the Activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, agents, representatives, volunteers, other golfers and invitees. I also acknowledge that the nature of the Activity itself may cause personal injury, illness, permanent disability, and death as a result of the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, agents, representatives, volunteers, other golfers and invitees.

I (including on behalf of my child, if a minor) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in the Activity ("Claims"). On my behalf, and on behalf of my child (if child is Participant), I HEREBY RELEASE AND DISCHARGE (AGREEING TO MAKE NO CLAIM AND NOT TO SUE), AND HOLD HARMLESS the Hosts, their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I UNDERSTAND AND AGREE THAT THIS RELEASE AND DISCHARGE includes any Claims based on the actions, omissions, or negligence of the Hosts, its employees, agents, and representatives, whether a COVID-19 infection or other illness/injury occurs before, during, or after participation in the Activity.

Signature of Participant	Signature of Parent/Guardian (if participant is a minor)
Name (Printed) of Participant	Name (Printed) of Parent/Guardian
Date	Date