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| Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Print) (Last) (First) | Date Signed: \_\_\_\_\_\_\_\_\_\_\_ |

**FEPCMD**

**COVID-19 RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

The undersigned Participant (identified by name above) is entering into this COVID-19 RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT (“**Agreement**”) for purposes of attending a certain golf outing event (the “**Program**”) hosted by FEPCMD on May 24, 2021 at the Wabeek Country Club, located at 4000 Clubgate Drive, Bloomfield Twp, MI 48302 (“**Facilities**”). FEPCMD officers, sub-contractors, representatives, managers, members, directors, owners, and agents are collectively referred to as the “**Released Parties**”. “**Participant**” shall mean the undersigned individual and shall include such individual’s heirs, next of kin, assigns, and personal representatives.

I acknowledge the contagious nature of Coronavirus/COVID-19 and that the US Centers for Disease Control and Prevention and many other public health authorities (collectively, “**Health Authorities**”) recommend the wearing of masks and the practice of social distancing.

In consideration of the Released Parties permitting the Participant to attend the Program and access and use the Facilities, the Participant understands, represents and agrees to the following:

1. **COVID-19 Representations of Participant**: I hereby represent the following is true and accurate to the best of my knowledge:
2. I have not had COVID-19 or experienced COVID-19 symptoms (such as such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell) in the last two weeks;
3. I have not traveled internationally within the last 14 days;
4. I have not traveled to a highly impacted area within the United States in the last 14 days;
5. I am not aware of being exposed to any individual in the last two weeks who has received a COVID-19 diagnosis, has been suspected of having COVID-19 or has experienced COVID-19 symptoms;
6. I am following recommended guidelines provided by Health Authorities as much as possible and limiting my potential exposure to COVID-19; and
7. if at any time while I am accessing or using the Facilities, I contract COVID-19 or experience COVID-19 symptoms or become aware that I have been exposed to any individual in the prior two weeks who has received a COVID-19 diagnosis, has been suspected of having COVID-19 or has experienced COVID-19 symptoms, I shall immediately and safely contact FEPCMD personnel with such information. I understand I will not be able to participate in the Program or remain at the Facilities, and I shall not return to the Facilities without authorization.
8. **Acknowledgment and Assumption of COVID-19 Risks**: Accessing and using the Facilities during the COVID-19 pandemic presents unique health and safety risks and dangers, known and unknown, inherent and otherwise, that cannot be eliminated and which can cause injury, illness, paralysis or death to me and possibly anyone with whom I have had contact. Health Authorities have concluded these risks include, without limitation:
9. COVID-19 is highly contagious;
10. individuals frequently do not develop COVID-19 symptoms until after they are contagious;
11. individuals exposed to COVID-19 may have more serious symptoms due to other medical conditions; and
12. higher risks of COVID-19 exposure may exist if (i) the Facilities and/or equipment are not property sanitized; (ii) proper protective equipment is not utilized; and (iii) possible acts, omissions and negligence of the Released Parties, including their respective employees, contractors and agents, lead to increased risks of COVID-19 exposure.

I acknowledge that the Released Parties have adopted preventative measures to reduce the spread of COVID-19. Nevertheless, I further acknowledge that the Released Parties cannot guarantee that I will not become ill.

**Accordingly, I accept full and sole Responsibility for these COVID-19 risks, both known and unknown, inherent or otherwise, related to my attendance at the Program and accessing and using the Facilities, and acknowledge that I am voluntarily attending the Program and accessing and using the Facilities with knowledge of these risks.**

1. **Liability Release**: I hereby RELEASE AND DISCHARGE the Released Parties from and against all actual and potential claims (including claims for failure to act such as failure to provide medical treatment), losses, damages, injuries, actions, suits, proceedings, expenses and other costs, including attorney fees (collectively, “**Damages**”), that I have or might have for any death, injury, loss, claimed injury, or other damage arising out of, involving or relating to Covid-19, including, but not limited to, any claim that the act, omission or event complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties, but not if due to the intentional acts or gross negligence of the Released Parties.
2. **Agreement to Indemnify**: I agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all Damages (a) that I may have a right to recover arising from my attendance at the Program, or relating to my access and use of the Facilities, or for my failure to comply with the terms of this Agreement; and (b) claimed by any third party arising in whole or in part from my acts, omissions, or negligence. This Agreement TO INDEMNIFY, HOLD HARMLESS, AND DEFEND applies even if the act or, omission or event complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.
3. **Governing Law, Exclusive Forum and Waiver of Jury Trial**: This Agreement shall be governed by Michigan law. Any cause of action relating to the interpretation or enforcement of this Agreement shall be instituted and litigated in the Michigan Court System located in Oakland County, Michigan. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.
4. **Warranties and Representations**: I also represent that I am at least eighteen (18) years old, I have read this document and have been provided an opportunity to ask questions about its contents and/or to seek the advice of an attorney. I further represent (a) I understand the Agreement and the waiver of my legal rights set forth above, and (b) the above release is intended to be as broad as permitted by applicable law. I voluntarily and, without any inducement whatsoever, agree to the terms and conditions of the Agreement.

I hereby agree to the terms of the Agreement on the date set forth above.

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Signature of Participant