

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY**

The World Health Organization has declared the novel coronavirus, COVID-19 a worldwide pandemic. 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 federal and state health agencies recommend social distancing. On March 10, 2020, Michigan Governor Gretchen Whitmer issued Executive Order 2020-4. This order declared a state of emergency across the state of Michigan under section 1 of article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 et seq., and the Emergency Powers of the Governor Act of 1945, 1945 PA 302, as amended, MCL 10.31 et seq. On April 1, 2020, Governor Whitmer issued Executive Order 2020-33, which expanded on Executive Order 2020-4 and declared both a state of emergency and a state of disaster across the state of Michigan under section 1 of article 5 of the Michigan Constitution of 1963, the Emergency Management Act, and the Emergency Powers of the Governor Act of 1945.

On April 24, 2020, PRS Corporation, dba Giant Oak Golf Club, (Giant Oak) was granted authority to resume operations and allow individuals to play golf, pursuant to Executive Order 2020-59, which permits individuals to leave their home or place of residence, and travel as necessary to ***“engage in outdoor recreational activity, consistent with remaining at least six feet from people from outside the individual’s household.”*** Outdoor recreational activity includes golfing, pursuant to the Order. A willful violation of the social distancing rules set forth in the above referenced Executive Order is a misdemeanor.

Where possible, Giant Oak has and will continue to implement policies intended to reduce the potential for the spread of COVID-19, but cannot guarantee that you, your household, or members of your family will not become infected with COVID-19 as a result of playing golf at Giant Oak. Further, playing golf at Giant Oak could increase your risk, and therefore family members’ and persons within your household’s risk, of contracting COVID-19. Finally, Giant Oak requires all patrons who voluntarily choose to play golf and engage in any golf related activities to adhere to all local, state and federal regulations regarding social distancing.

**YOU ARE HEREBY NOTIFIED THAT IT IS A CRIME TO WILLFULLY VIOLATE ANY SOCIAL DISTANCING RULES SET FORTH BY THE STATE OR FEDERAL GOVERNMENT.**

By signing this agreement, I acknowledge that a willful violation of social distancing regulations is a crime and that I could be prosecuted for said violations. I further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by voluntarily playing golf at Giant Oak, 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 while playing golf at Giant Oak, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Giant Oak employees, contractors, and agents.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to persons of my household or family, or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family members, or my household may experience or incur in connection with my playing golf at Giant Oak (collectively, “Claims”). On my behalf, and on behalf of my household and family, I hereby release, covenant not to sue, discharge, and hold harmless Giant Oak, its 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 includes any Claims based on the actions, omissions, or negligence of Giant Oak, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after playing golf at Giant Oak.

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

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

Print Name \_\_\_\_\_