



Assumption of Risk and Waiver of Liability Relating to Coronavirus (COVID-19)

The undersigned desires to play golf in the Parkview Foundation Corporate Golf Challenge on May 14, 2021 at the Pueblo Country Club (“Activity”). I understand that 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 federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

I represent that: (i) I am aware that persons over age 65 and persons with underlying health conditions are at greater risk of contracting COVID-19 and becoming ill, potentially risking death; (ii) I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste; (iii) I have not been advised by a physician that I am COVID-19 positive; (iv) I am physically able to engage in the Activity; (v) I understand that The Parkview Foundation has put in place preventative measures to reduce the spread of COVID-19; however, cannot guarantee that I will not become infected with COVID-19; and (vi) I understand that the term “Activity” includes without limitation riding with multiple persons in a cart could increase my risk of contracting COVID-19.

In consideration for my participation in the Activity, I agree as follows:

1. Assumption of Risk. I fully understand that there are dangers, inherent and otherwise, in the Activity and in engaging in the Activity during the COVID-19 pandemic. I further understand that my participation in the Activity may expose me to the risk of personal injury or death and/or causing me to acquire COVID-19 and transmit it to others. I hereby acknowledge that I am participating of my own free will in the Activity and I 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 in the golf tournament.
2. Waiver and Release of Liability. I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, covenant not to sue, discharge, and hold harmless The Parkview Foundation, and its affiliates, member, officers, agents, employees, volunteers, and the Pueblo Country Club from any and all claims for damages and/or liability related to my participation in the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
3. Miscellaneous. I agree that this Waiver is intended to be as broad and inclusive as is permitted by Colorado law. I further agree that this Waiver is severable and that if any clause is found invalid, the balance of the Waiver will remain in effect, valid, and enforceable.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN VOLITION.

Participant’s Full Legal Name: _____

Signature: _____ Date: _____