



Welcome to Upbring Golf 2020!

Bring this completed form and waiver to the tournament for a fast, minimal contact check-in

Name: _____

Address: _____

City/State/Zip: _____

Cell Phone: _____

Email: _____

	<i>Cost</i>	<i>#</i>	<i>Total</i>
Mulligan Package 1 Mulligan, 1 Raffle Entry	\$20	_____	_____
Additional Mulligan 1 Mulligan (2 Maximum)	\$10	_____	_____
Bubba Drive Lay your first shot at 150 yards on the assigned hole	\$20	_____	_____
Five (5) Raffle Ticket Entries	\$20	_____	_____
Donation Purchase a backpack full of school supplies for a child in foster care	\$40	_____	_____

For Staff Use Only

Cash _____ Check # _____ Credit (last 4) _____

Anything We Need to Know? Put Notes Here:

Subtotal: _____

Other Donations: _____

Team Fundraising: _____

Entry Fees: _____

TOTAL: _____

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

In consideration of being allowed to participate in the programs and related events and activities of Upbring Golf, the undersigned acknowledges and agrees that:

1. I agree that I am personally responsible for my safety and actions while participating in the tournament. I agree to comply with all facility and event organizer's policies and rules, including but not limited to all guidelines, signage, and instructions.
2. My participation includes possible exposure to and illness from infectious diseases, including, but not limited to MRSA, influenza, and COVID-19. 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. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
3. The facility has put in place preventative measures to reduce the spread of COVID-19; however, **we cannot guarantee** that you or your family members will not become infected with COVID-19. Further, **participating in activities could increase** your risk and your family's risk of contracting COVID-19.
4. By signing this agreement, I 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 activities while in, on, or around the facility and/or while using any facilities, equipment, or materials, 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, agents, volunteers, and program participants.
5. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
6. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS, DISCHARGE, COVENANT NOT TO SUE AND INDEMNIFY Lutheran Social Services of the South, LLC (dba Upbring), its officers, officials, agents, employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the activities ("RELEASEES") from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and /or liabilities, including attorneys' fees, arising either directly or indirectly from or related to any and all claims made by or against any of the Releasees due to INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, related to my participation in any activities or use of facilities, tools, equipment or materials, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

8. I agree that this Assumption of Risk and Wavier of Liability (“Waiver of Liability”) shall be governed by and construed in accordance with Texas law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. I intent that this Waiver of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HAVE READ THIS WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS UNDER AGE 18

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward, including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees, and I, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of participant: _____

Participant signature: _____

Date signed: _____

Thank you!