

**CITY OF COSTA MESA
COSTA MESA COUNTRY CLUB PARTICIPANT AGREEMENT AND WAIVER AND
RELEASE OF LIABILITY**

I, _____ (Full legal name), desire to play golf at the Costa Mesa Country Club (the "Activity"). I understand that the State of California is currently subject to a stay-at-home order due to the COVID-19 pandemic. I am fully aware of the rules and regulations imposed by the State of California and the City of Costa Mesa, including the requirement that I must maintain social distancing of at least six feet from other participants, and that I must wear a mask as required by golf course rules while engaging in the Activity. I represent that:

- 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.
- 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.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to engage in the Activity while following all rules of the Costa Mesa Country Club, including but not limited to, walking the entire course and handling my own golfing equipment.

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 agree to assume the full risk of any injuries and/or damages and/or losses of any kind, regardless of severity and including death, that may occur in connection with my participation in the Activity.
2. **Medical Release.** I authorize the City of Costa Mesa to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if any injury occurs while I am participating in the Activity.
3. **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, and discharge the Costa Mesa Country Club, the City of Costa Mesa, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Costa Mesa Country Club or the City of Costa Mesa, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Costa Mesa Country Club, the City of Costa Mesa, or their elected officials, officers, agents, employees, and/or volunteers for any damages I incur in connection with the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
4. **Compliance with All Rules.** I agree to obey all rules and regulations applicable to the Activity and instructions provided by the Costa Mesa Country Club and/or by City staff and volunteers during my participation in the Activity.
5. **Miscellaneous.** I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Participant's Full Legal Name: _____ Signature: _____

_____ Date: _____

If participant is under the age of 18, a parent or legal guardian must read and sign this Agreement, agreeing to be bound by its terms and verifying that he/she is the parent and/or legal guardian of the minor.

Parent/Legal Guardian Name: _____ Signature: _____

_____ Date: _____

