

PARTICIPANT WAIVER, RELEASE AND ACKNOWLEDGEMENT OF RISK

Participant wishes to participate in The GCNKAA Fall Golf Outing “event”, and has voluntarily and willingly agreed to enter into this Waiver and Release and Acknowledgement of Risk in exchange for an agreement to receive a Limited License to participate in the event.

1. Participant acknowledges that his/her presence in and around the event of GCNKAA (the “Premises” or “Facility”), as an invitee, licensee, volunteer, or otherwise, entails known, unknown and unanticipated risks inherent in the event hosted by GCNKAA. Participant understands that such risks cannot be eliminated and accepts the risks inherent in the event and hereby agrees to release GCNKAA from any loss, liability or damages caused to the Participant or the Participant’s personal property, including claims for negligence, which arise out of the participation in or travel to/from the event at the Premises or such other location as is selected by GCNKAA for any GCNKAA event.
2. Participant expressly agrees and hereby accepts and assumes all of the risks associated with their presence in and around the Premises of the event. Participant’s presence in and around the Premises is purely voluntary, and Participant elects to participate in spite of the risks. Participant further agrees that any property damage incurred as a result of negligent behavior or intentional misconduct by the Participant, other third-parties’ participants in the event, or GCNKAA will be the sole financial responsibility of the Participant.
3. Participant certifies that Participant has health, accident and liability insurance to cover any bodily injury or property damage Participant may suffer or cause while present in and around the Premises, or else Participant agrees to bear the costs of such injury or damage themselves.
4. Participant acknowledges that if his/her conduct fails to adhere to the Premises’ rules, the event’s rules, laws, or acceptable social standards, GCNKAA reserves the right to remove the Participant from the event and exclude Participant from any and all future events.
5. At the time of the event, Participant is aware that the Governor of the State has declared a State of Emergency due to the COVID 19 Pandemic. While the Governor has begun lifting restrictions, and while the GCNKAA has elected to sponsor this event, Participant understands this event will require Participant’s strict adherence to some different rules, regulations, capacity control, and social distancing, which requirements will be listed herein and/or may be posted separately around the Facility hosting the event, which may partially be rules of the GCNKAA and may partially be the rules of the Facility hosting the event. In order to participate in this event, Participant understands that they have purchased a limited license which may be withdrawn at any time, with or without notice, of any rule or regulation posted by the GCNKAA or the event Facility provider. Participant will be entitled to no refund, if he/she is removed from the event prior to its conclusion. Participant agrees to comply with all posted rules and regulations of the event sponsors, including all posted signage regarding social distancing, compliance with all rules regarding use of golf carts, remaining appropriate distances from all sponsors on holes, at check-in, during any meals, any signage requiring separation in any lines, including for food, beverages and bathrooms and any other requirements of the event host site.
6. The Participant also further understands and agrees, that the GCNKAA does not represent, in any way, that GCNKAA can or has taken any steps to insure that any portion of the Facility where the event is being held, including, but not exclusively, tables, chairs, golf carts, gift bags, giveaways, collectively, “Gift or Amenity of the event”, sponsors who provides food or beverages, are clean, free of disease, germ free, and that any cleaning provided or used by the Facility or GCNKAA guarantees that any Gift or Amenity of the event will be free of any harmful germs or bacteria, including but not limited to the novel Corona Virus COVID 19.
7. The Participant understands and agrees, that it is the Participant’s exclusive responsibility to take all appropriate precautions to insure that the Participant is healthy on the day of the event, and will not participate if the Participant does not meet the required health questionnaire, and questions asked on the date of the event.

8. Further, the Participant is solely responsible for avoiding spreading disease by including, but not exclusively, washing hands before and after participating in the event, and when accepting or using any Gift or Amenity of the event and making sure that all health requirements of any sponsor and Facility are met, as posted. The participant agrees Participant will not attend the event if the event Participant or anyone in the family of the Participant exhibits any symptoms of COVID 19, feels sick, or has been diagnosed with COVID 19 or any other contagious disease, or has been advised to quarantine by any health professional.

9. Finally, the diagnostics and medical information on the spread of COVID 19 changes rapidly. The GCNKAA cannot guarantee that the GCNKAA or the event sponsors, or the Facility cannot guarantee that they are able to keep up with every scientific development or make changes immediately to any cleaning protocol to prevent the spread of any disease, including but not exclusively, COVID-19. The GCNKAA, sponsors, and the Facility shall not be liable and Participant releases all parties listed below for failure to institute a cleaning technique or policy that any particular study would deem to have been better or more desirable to have cleaned or prepared any of the Facilities Gifts or Amenities of the event, on the day of the event.

THEREFORE, PARTICIPANT HEREBY VOLUNTARILY RELEASES AND FOREVER DISCHARGES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE GREATER CINCINNATI NORTHERN KENTUCKY APARTMENT ASSOCIATION (“GCNKAA”), ITS AFFILIATES, SUBSIDIARIES, AGENTS, OWNERS, OFFICERS, DIRECTORS, MEMBERS, VOLUNTEERS, EMPLOYEES, THE EVENT SPONSORS, AND THE FACILITY HOSTING THE EVENT (COLLECTIVELY “RELEASED PARTIES”), ON BEHALF OF MYSELF, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR JUDGMENTS WHICH ARE IN ANY WAY CONNECTED WITH PARTICIPANT’S PRESENCE IN AND/OR AROUND THE PREMISES OR FACILITY OR THE EVENT, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF GCNKAA. PARTICIPANT AGREES THAT IF ANY PROVISION OF THIS WAIVER, RELEASE AND ACKNOWLEDGEMENT OF RISK IS INVALID OR UNENFORCEABLE IN ANY RESPECT FOR ANY REASON, THE VALIDITY AND ENFORCEABILITY OF SUCH PROVISION IN ANY OTHER RESPECT AND OF THE REMAINING PROVISIONS OF THIS WAIVER, RELEASE AND ACKNOWLEDGEMENT OF RISK WILL NOT BE IN ANY WAY IMPAIRED. PARTICIPANT FURTHER AGREES THAT THIS WAIVER, RELEASE AND ACKNOWLEDGEMENT OF RISK WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICT-OF-LAWS PRINCIPLES.

As evidenced by my signature below, Participant acknowledges that if I or someone else is hurt or if property is damaged during my presence in or around the Premises or Facility, Participant may be found by a court of law to have waived their right to bring suit against GCNKAA or any Released Parties on the basis of any claim from which Participant releases herein. Participant understands that Participant is giving up substantial rights, including any right to sue.

Participant has had sufficient opportunity to read this entire document. Participant has read and understands it, and agrees to be bound by its terms. Participant is signing this Waiver, Release and Acknowledgement freely and voluntarily, and intends by the signature below to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Name

Participant Signature

Address: _____

Date: _____