

NYSGA RELEASE & WAIVER AGREEMENT

ACCEPTANCE OF RISK, WAIVER & RELEASE OF RIGHTS, USE OF NAME OR LIKENESS & ACCEPTANCE OF POLICIES (Revision dated March 15, 2021)



Applicant & Applying on Behalf of Partner or Team Members

All terms below apply to the person submitting this application and the person represents they are at least 18 years of age when making this application. All terms below are intended to bind me, and if applicable, my playing partner, my teammates in team competitions, all caddies when used, or my minor child if this entry application is submitted on their behalf.

Applying for a Minor

In the event this application is for a minor, you are representing that you are the minor's parent or legal guardian, that you have the legal right to represent them, and that you agree to bind your child or guarded minor to this agreement.

Consideration

In exchange for the intangible value I will gain by attending and/or participating in the "Event" (any competition or seminar conducted by the New York State Golf Association "NYSGA" staff or volunteers), and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree to the following terms and policies related to my participation in the NYSGA conducted Event:

Acceptance of Risk

I understand that there are certain risks inherent in the game of golf and that (a) my participation in the Event may result in serious injury or death. I accept any and all risks, including those from lightning, golf cart accidents, and being struck by golf balls and equipment. I may also be exposed to viruses or infections that could be dangerous or deadly; (b) I am responsible to make my own decisions; (c) I further acknowledge that I am voluntarily participating in the Event with knowledge of all potential dangers and hereby agree to accept and assume any and all risks of injury, disease, infection, or death, even if caused by the negligence of NYSGA, its representatives, the host facility, or their affiliates.

Waiver of Liability and Claims

I hereby waive and release any and all claims and liabilities, now known or hereafter known, against the NYSGA and the host facility, their members, officers, directors, employees, volunteers, and all of their successors and assigns on account of injury, disease, infection, death, and property theft or damage, due to my presence at the Event, whether arising out of negligence or otherwise.

Agreement to the Use of my Name or Likeness

I hereby grant the NYSGA the irrevocable and permanent right to the use of my name and any images of me in all forms, for promotion or otherwise without my approval or any compensation.

Acceptance of Policies & Refunds

I have read and agree to comply with all NYSGA's Policies. The NYSGA may withdraw me (my partners, or child) at any time, including during an Event without refund, for failure to follow NYSGA Policies. **Refunds** - Withdrawal within two days of scheduled start date - None; After the entry deadline - 50%; Prior to the entry deadline, full refund less \$10 fee. [Complete NYSGA Policies may be viewed here.](#)

Agree Not to Sue

I agree to not bring any claims against the NYSGA or the host facility and bind myself, spouse, assigns and heirs without limitation and this agreement is deemed to be a WAIVER, RELEASE, DISCHARGE AND COVENANT NOT TO SUE.

Agree Not to Terminate & Enforceability

I agree that I cannot terminate or rescind this Release & Waiver. If any term or provision of this Release & Waiver is unenforceable in any jurisdiction, such unenforceability will not affect any other term or provision of this Release & Waiver

Binding Agreement

This Release & Waiver is binding on and inures to the benefit of our respective heirs and successors. All matters arising out of this Release & Waiver shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any claim or cause of action arising under this Release & Waiver may be brought only in the federal and state courts located in Onondaga County, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

Voluntary Participation and Acceptance

By checking the acceptance box below, I acknowledge that I am at least 18 years of age and that I have read and understood all of the terms of this Release & Waiver and that I am voluntarily giving up substantial legal rights, including the right to sue the NYSGA. I acknowledge I have the right to refuse to accept this Release & Waiver and the NYSGA has the right to refuse to let me participate if I do not accept the Release & Waiver.

If the Person Applying is Under 18 Years of Age

If I am the parent or legal guardian of the minor applying, I have the legal right to consent to and, I hereby do consent to the terms and conditions of this Release & Waiver. I acknowledge I have the right to refuse to accept this Release & Waiver and the NYSGA has the right to refuse to let my child participate if I do not accept this Release & Waiver.

Copies of this Agreement

A copy of this agreement will be included in the confirmation email that you will receive after completing the application entry.