

NYSGA RELEASE & WAIVER AGREEMENT

Acceptance of Risk, Waiver & Release of Rights, Use of Name or Likeness & Acceptance of Policies



(Revised February 1, 2026)

For the purposes of this agreement, "NYSGA" refers to the New York State Golf Association and its allied regional associations, including Buffalo (BDGA), Capital Region (CRGA), Triple Cities (TCGA), and Syracuse (SDGA). "Event" refers to any competition, qualifier, or seminar conducted by the NYSGA, its staff, or volunteers. "Host Facility" refers to the golf course, club, or venue where the Event is held.

APPLICANT & APPLYING ON BEHALF OF PARTNER OR TEAM MEMBERS

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

APPLYING FOR A MINOR

If this application is for a minor (under 18 years of age), the applicant represents that they are the minor's parent or legal guardian, that they have the legal right to represent the minor, and that they agree to bind the minor to all terms of this agreement.

CONSIDERATION

In exchange for the intangible value I will gain by attending and/or participating in the Event, 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:

GOVERNING RULES

All NYSGA competitions are conducted under the Rules of Golf as governed by the USGA, the NYSGA Code of Conduct, and any applicable Terms of Competition or Memorandum to Players. I agree to abide by these rules and understand that failure to do so may result in penalty, disqualification, or suspension from future NYSGA events.

ACCEPTANCE OF RISK

I understand that there are certain risks inherent in the game of golf and that 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. I am responsible for making my own decisions regarding my participation. 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 the 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.

INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the NYSGA and the Host Facility, their members, officers, directors, employees, and volunteers from and against any and all claims, demands, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to my participation in the Event, my breach of this agreement, or any act or omission by me, my caddie, or any minor for whom I have signed this agreement.

MEDICAL AUTHORIZATION

In the event of injury or medical emergency during the Event, I authorize the NYSGA and its staff to arrange emergency medical treatment on my behalf, or on behalf of my minor child if applicable. I understand that any costs associated with medical treatment are my sole responsibility.

ACCEPTANCE OF POLICIES

I have read and agree to comply with all NYSGA policies, including but not limited to the NYSGA Code of Conduct, Spectator Policy, Golf Cart Policy, and Refund Policy. I understand that the NYSGA may withdraw me (or my partner, teammates, or child) at any time, including during an Event, without refund, for failure to comply with NYSGA policies. Complete policies are available on the NYSGA website.

LIVE SCORING & GOLF GENIUS MOBILE APP

I understand that NYSGA competitions require one player per group to enter scores into the designated scoring application after every hole. If no player in the group volunteers, a NYSGA representative will assign the responsibility by lot. I agree to comply with this requirement if selected and understand that failure to do so is a breach of the NYSGA Code of Conduct.

ELECTRONIC DEVICE USAGE & INSPECTION

By submitting an entry, I consent to allow the NYSGA to inspect my cell phone or electronic device during a competition round if concerns are raised regarding potential violations of the Rules of Golf or NYSGA policies. Refusal to comply with an inspection request may result in disqualification.

USE OF NAME OR LIKENESS

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

COVENANT NOT TO SUE

I agree not to bring any claims against the NYSGA or the Host Facility and bind myself, my spouse, assigns, and heirs without limitation. This agreement is deemed to be a waiver, release, discharge, and covenant not to sue.

NON-TERMINATION & SEVERABILITY

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

BINDING AGREEMENT & GOVERNING LAW

This Release & Waiver is binding on and inures to the benefit of our respective heirs and successors. All matters arising out of this agreement 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. Any claim or cause of action arising under this agreement may be brought only in the federal and state courts located in Onondaga County, New York, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

VOLUNTARY PARTICIPATION & 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. I acknowledge that I am voluntarily giving up substantial legal rights, including the right to sue the NYSGA. I understand I have the right to refuse to accept this agreement, and the NYSGA has the right to refuse my participation if I do not accept.

IF THE APPLICANT IS UNDER THE AGE OF 18 YEARS OLD

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 agreement, and the NYSGA has the right to refuse to let my child participate if I do not accept.

COPIES OF THIS AGREEMENT

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