

COVID-19 Release, Waiver of Liability, and Indemnity Agreement

As a member of Green Acres Country Club ("GACC"), I understand and acknowledge the risk of contracting COVID-19 in group settings and agree to abide by social distancing rules and all other procedures in effect in the State of Louisiana and Jefferson Parish.

I also acknowledge and agree that neither the undersigned member(s) nor any children, family members, or guests visiting GACC under my membership will visit or utilize GACC's facilities if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

I understand that GACC has taken certain steps to implement recommended guidance and protocols issued by the State of Louisiana and Jefferson Parish for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. I agree to comply with all GACC policies and rule regarding COVID-19. I acknowledge and agree that GACC may revise its procedures at any time based on updated recommended guidance and protocols issued by the State of Louisiana or Jefferson Parish, and further agree to comply with any such revised procedures while using GACC's facilities.

I further acknowledge and agree that I am personally responsible for my and my family's own safety and actions while using the facilities at GACC. With full awareness and appreciation of the risks involved, I hereby acknowledge that by using the facilities at GACC, I assume all such risks associated with COVID-19, including the risk of contracting the disease, and any and all consequences thereof, including, but not limited to, personal injury, illness, or death.

As such, in order to access and use the facilities at GACC:

1. **Release and Waiver of Liability.** I, for myself and on behalf of my family, spouse, children, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue GACC, its board members, officers, agents, attorneys, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, illness, or injury, including death, that may be sustained by me or my children related to COVID-19, whether caused by the negligence of the Released Parties, any third-party using the GACC facilities, or otherwise, while participating in any activity while in, on, or around the GACC facilities.
2. **Indemnity.** I, for myself and on behalf of my family, spouse, children, estate, heirs, executors, administrators, assigns, and personal representatives, further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney's fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, illness, death, loss of use, monetary loss, or any other damage or injury from or related to my or my family's use of the GACC facilities, whether caused by the negligence of the Released Parties or otherwise, specifically related to COVID-19.
3. **Louisiana Law.** I agree that this COVID-19 Release, Wavier of Liability, and Indemnity Agreement shall be governed by and construed in accordance with Louisiana 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. This waiver will remain in effect until the State of Louisiana lifts all COVID-19 related mandates.

BY SIGNING BELOW, I ACKNOWLEDGE AND REPRESENT THAT I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS COVID-19 RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT; THAT I AM SUFFICIENTLY INFORMED ABOUT THE COVID-19 RISKS INVOLVED IN USING THE GACC FACILITIES TO DECIDE WHETHER TO SIGN THIS DOCUMENT; THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE. FURTHER, I AM AWARE THAT THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ANY AND ALL CLAIMS I MAY HAVE RELATED TO COVID-19, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM GACC IN CASE OF ILLNESS, INJURY, DEATH, OR OTHER DAMAGES ASSOCIATED WITH COVID-19. IF SIGNING ON BEHALF OF A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO GACC THAT I HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND INTEND TO BE BOUND BY THE SAME.

List Member Name(s):

Signature: _____

Signature: _____

Dated: _____

