

## **LIABILITY WAIVER AND RELEASE**

In consideration of being allowed to participate in the **Indiana Roofing Contractors Association's Annual Golf Outing**, to be held on June 21, 2023 at the Eagle Creek Golf Club, 8802 W 56th Street, Indianapolis, IN 46234 organized by the Indiana Roofing Contractors Association ("IRCA"), and any and all related events and activities (collectively, the "Annual Golf Outing"),

I acknowledge and agree that: I acknowledge and fully understand that my participation in the Annual Golf Outing may involve the risk of injury, including the possibility of serious injury or death, not only from my own actions, but also from the actions or inaction of others, the condition of the premises, or the failure of the equipment used. I knowingly agree to assume all such risk, known and unknown, and assume full responsibility for my participation. I agree to conduct myself during the Annual Golf Outing with all due regard to my own safety and the safety of all participants, observers, and bystanders. I agree to comply with the directions of all Annual Golf Outing organizers. I am aware of and acknowledge the risks associated with COVID-19, including but not limited to the fact that reports indicate that COVID-19 Coronavirus is highly-contagious, individuals infected with COVID-19 can be asymptomatic for 14 days or longer, such individuals can spread COVID-19 while unaware that they are infected, the virus may remain on contaminated surfaces for extended periods of time, and infection with COVID-19 Coronavirus may cause severe long-term health problems which could result in death.

Accordingly, I understand and acknowledge that there is now an inherent risk in participating in and attending Annual Golf Outing. Despite these risks, I wish to attend the Annual Golf Outing, and for the good and valuable consideration, including but not limited to the opportunity to attend the Annual Golf Outing, I agree with the IRCA to the following: I, on behalf of myself and my successors, heirs, assigns, personal representatives, estate, family members, children, and others in my care, custody or control (the "Releasing Parties") waive and release the IRCA its past, present and future insurers, representatives, servants, principals, partners, directors, officers, shareholders, agents, employees, from any and all past, present, or future actions, claims, demands, damages, debts, liabilities, causes of action, rights of action, actions, suits, costs, attorneys' fees, court costs, and losses, of whatever nature, character or description, whether at law or equity, whether known or unknown, whether suspected or unsuspected, whether discovered or hereafter discovered, whether anticipated or unanticipated, whether accrued or which has not yet accrued, which any of the Releasing Parties now has or which may hereafter accrue, whether based in whole or part on the negligence or gross negligence of the IRCA, me, or some other person, which arise from or in any way relate to COVID-19 or the Annual Golf Outing. In addition, IRCA disclaims any and all liability with regard to any claims or damages arising out of or relating to COVID-19. In the event that any part, term, or provision of this COVID-19 and General Disclaimer, Waiver and Release is determined by a court of competent jurisdiction to be unenforceable, invalid, or in conflict with any applicable law, the parties agree that the validity of the remaining portions shall nevertheless be binding and valid. This instrument shall be binding upon me, my relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns, and shall inure to the benefit of the IRCA and its representatives.

I agree to abide by any policies and procedures established by the IRCA for participation in the Annual Golf Outing, including policies and safety measures intended to mitigate exposure to COVID-19.

By signing this Liability Waiver and Release, I acknowledge that I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND WAIVER, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Name (Please print): \_\_\_\_\_

Signature (required): \_\_\_\_\_

Date (required): \_\_\_\_\_

Please email your form (PDF or photo is fine) to [info@indianaroofting.org](mailto:info@indianaroofting.org)