

**ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT ("Agreement")**

(Please print)

**Club Name:** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City: State: Zip:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Event:** **ClubCorp Australia Golf Tournament** scheduled April 17 - 24, 2015 (the "Event") at Huntingdale Golf Club, Victoria Golf Club, Kingston Heath Golf Club and The Royal Melbourne Golf Club in Melbourne, Australia (collectively, the "Resort"). The Event will include members of various business clubs, sports clubs, societies, owner's clubs, resorts and country clubs affiliated with ClubCorp USA, Inc. ("Host").

**Assumption of Risk:** I am aware that participation in the Event and use of the Resort facilities and equipment involves inherent risks and dangers, including property damage, personal injury and death. I hereby freely assume and accept all risks attendant to my participation in the Event and use of the Resort facilities and equipment, whether known or unknown and whether resulting from the negligent acts or omissions of Host, any of Host's affiliates or subsidiaries or any of their respective officers, directors, members, managers, employees, licensees, agents, volunteers and invitees (individually, a "Host Party" and collectively, together with Host, the "Host Parties"); the negligent acts or omissions of the Resort, any of Resort's affiliates or subsidiaries or any of their respective officers, directors, members, managers, employees, licensees, agents, volunteers and invitees (individually, a "Resort Party" and collectively, together with Resort, the "Resort Parties"); the negligent acts or omissions of any third party; or the design and/or condition of the Resort facilities and equipment.

**Release, Indemnity and Hold Harmless:** In exchange for the Host allowing me to participate in the Event, I do hereby, on my own behalf and on behalf of my family members, heirs, beneficiaries, assigns and all parties claiming by, through or under me, **RELEASE, INDEMNIFY AND HOLD HARMLESS** the Host Parties and the Resort Parties from all claims, demands, actions, damages, attorneys' fees, judgments, expenses and liabilities of any nature whatsoever, including personal injury and death, connected in any way whatsoever to participation in the Event, including that which may result, directly or indirectly, in whole or in part, from: my own negligence or willful misconduct; the negligence or willful misconduct of the Host Parties, the Resort Parties or any third party; the design or condition of the Resort facilities or equipment; and whether arising or occurring on or off the Resort's premises and including any transportation. **BY SIGNING BELOW, I CERTIFY THAT I FULLY UNDERSTAND THAT THIS AGREEMENT WILL PROVIDE AN ABSOLUTE DEFENSE TO ANY LAWSUIT OR CLAIM AGAINST THE HOST, ANY HOST PARTY, THE RESORT OR ANY RESORT PARTY FOR ANY INJURIES OR DAMAGES THAT I MAY INCUR.**

I expressly waive and relinquish any and all claims, rights or benefits which may exist on my behalf under section 1542 of the Civil Code of the State of California, which provides as follows: **"A general release does not extend to claims which the creditor (Participant) does not know or suspect to exist in Participant's favor at the time of executing the release, which if known by Participant must have materially affected Participant's settlement with the debtor (Host, and/or Resort)."**

**Property Loss:** All personal property brought to the Event is brought at the sole risk of the Participant as to its theft, damage or loss.

**Medical.** I give consent to emergency medical care and transportation in order to obtain treatment in the event of injury, as the Host or Resort may deem appropriate, and I agree to accept full responsibility for the payment of all costs for same.

**Photograph Permission.** I give permission for the Host to use, without limitation or obligation, photographs, film footage or tape recordings that may include my image or voice for purposes of promoting the Host's programs.

**Choice of Venue and Law.** The exclusive venue for the resolution of any dispute arising out of the Event or this Agreement is Dallas County, Texas, USA. Any dispute arising out of the Event or this Agreement will be governed by Texas law.

**Severability.** Any provision or portion of this Release found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.

Signature of Participant: \_\_\_\_\_ Date \_\_\_\_\_