

# ***OAK VALLEY GOLF ACADEMY***

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of being permitted to participate in the training programs organized by the Oak Valley Golf Academy, for any purpose including, but not limited to, observation, use of various facilities or equipment, or participation in any way, the undersigned for himself or herself and any personal representatives, heirs, and next of kin, hereby agrees to the following:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE OAK VALLEY GOLF ACADEMY, their officers, employees, board, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, while the undersigned participates in the training programs organized by the OAK VALLEY GOLF ACADEMY.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the participation of the undersigned in the training programs organized by the OAK VALLEY GOLF ACADEMY.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while participating in the training programs organized by the OAK VALLEY GOLF ACADEMY; and
4. THE UNDERSIGNED IS AWARE THAT PARTICIPATION IN THE TRAINING PROGRAMS PRESENT A RISK OF PHYSICAL HARM. The undersigned is also aware that in injury may result while participating in said training programs. The undersigned is aware of the risk that any part of his/her body or any of his/her body systems may be hurt or injured by participation in the training programs. The undersigned hereby acknowledges that he/she knowingly and voluntarily assumes any and all risks of bodily injury against the OAK VALLEY GOLF ACADEMY while participating in the training programs.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Name of Student : \_\_\_\_\_

I HAVE READ THIS RELEASE.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date