

Sierra Lakes Golf Club

Assumption of Risk and Waiver and Release Form related to COVID-19

FOR AND IN CONSIDERATION of the undersigned (“**Participant**”) and any person for which the Participant is the parent or legal guardian (“**Minor**”) being permitted access to and utilize the property, facilities, equipment, and services (collectively, the “**Course**”) of Sierra Lakes Land Company, LLC, a Delaware limited liability company (“**SLLC**”), Participant, on his or her behalf and on behalf of Minor, and on behalf of each of their personal representatives, heirs, next of kin, and assigns hereby:

- Acknowledges that COVID-19 has been declared a worldwide pandemic by the World Health Organization and is extremely contagious and is believed to spread mainly from person-to-person contact.
- Acknowledges that infection with COVID-19 may result in illness, injury, disability, and/or death (“**Harm**”).
- Acknowledges that SLLC cannot guarantee that Participate or Minor will not become exposed to or infected with COVID-19 as a result of Participant’s or Minor’s access to and use of the Course.
- Represents that Participant and Minor do not have any symptoms of COVID-19 and have not been in contact with anyone with COVID-19 symptoms or a COVID-19 diagnosis in the past 14 days.
- Agrees to practice social distancing guidelines, as recommended by the Centers of Disease Control, while at the Course, as well as any Course rules.
- AGREES TO ASSUME ALL RISK OF HARM THAT MAY BE SUFFERED IN CONNECTION WITH PARTICIPANT’S OR MINOR’S EXPOSURE TO OR INFECTION WITH COVID-19 WHILE ACCESSING OR USING THE COURSE, INCLUDING HARM CAUSED BY THE NEGLIGENCE OF THE SLLC GROUP. The “**SLLC Group**” means (i) SLLC and its manager, (ii) Donovan Bros. Golf, Inc., a California corporation, Donovan Bros. Golf, LLC, a California limited liability company, and Lewis Management Corp., a Delaware corporation, (iii) each of their respective affiliated entities, and (iv) each of their respective agents, employees, independent contractors, vendors, members, managers, partners, principals, directors, stockholders, and owners.
- ASSUMES THE RISKS OF, AGREES NOT TO SUE THE SLLC GROUP FOR, AND RELEASES, DISCHARGES, AND HOLDS HARMLESS THE SLLC GROUP FROM, ALL CLAIMS, LIABILITY, LOSSES, EXPENSES, COSTS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM HARM THAT PARTICIPANT OR MINOR SUFFERS IN CONNECTION WITH OR RELATING TO EXPOSURE TO OR INFECTION WITH COVID-19 WHILE ACCESSING OR USING THE COURSE, INCLUDING ANY SUCH HARM CAUSED BY THE ACTION, OMISSION, OR NEGLIGENCE OF SLLC GROUP.
- Waives, as to the releases granted herein, the provisions of California Civil Code Section 1542 which states: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- PARTICIPANT, ON HIS OR HER BEHALF, AND ON BEHALF OF MINOR AND WILL INDEMNIFY AND DEFEND THE SLLC GROUP AND HOLD IT HARMLESS FROM ALL CLAIMS, LIABILITY, LOSSES, EXPENSES, COSTS, AND DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES AND COSTS OF LITIGATION, INCURRED IN CONNECTION WITH ANY LAWSUITS OR OTHER CLAIMS FOR HARM ARISING FROM OR RELATED TO THE RISKS TO BE ASSUMED BY THEM UNDER THE TERMS SET FORTH ABOVE, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

If any term or provision of this Release is to any extent invalid or unenforceable, the remainder of this Release shall be valid and enforceable to the fullest extent permitted by law. To the extent the Participant is the parent or legal guardian to any Minor listed below, such Participant is also voluntarily executing this Release on behalf of such Minor, and on behalf of all of Minor’s personal representatives, heirs, next of kin, and assigns.

Participant Name

Date of Play (if applicable)

Tee Time (if applicable)

Names of Minors (if any)

Participant Signature

Date