

**GOLF TOURNAMENT  
RELEASE AND WAIVER OF LIABILITY**

PLEASE READ CAREFULLY. By signing this Release and Waiver of Liability Agreement (“Agreement”), you will waive certain legal rights, including the right to sue.

**Name of Participant:** (Please Print Clearly): \_\_\_\_\_

**Event:** Dallas Fort Worth Interactive Marketing Association Tournament (the “**Event**”)

Date(s): September 16th, 2022

Location(s): Cowboys Golf Club, Grapevine, TX

The undersigned hereby agrees to the following:

1. The undersigned is voluntarily participating in the Event held by the Dallas Fort Worth Interactive Marketing Association, a Texas Nonprofit Corporation (the “Host”).
2. The undersigned recognizes that the Event may or will involve physical activities (the “Activities”). The undersigned understands and agrees that he or she must be in adequate physical and mental health to participate in the Activities. The undersigned understands and agrees that the Activities may require intense physical exertion, and the undersigned represents and warrants that he or she is physically fit enough to participate in the Activities and that he or she has no medical condition which would prevent his or her full participation in the Activities. The undersigned also recognizes that the Activities may cause or aggravate a physical injury or medical condition. The undersigned understands and agrees that it is his or her sole responsibility to consult with a physician before participating in the Activities. If the undersigned has done so, he or she has taken the physician’s advice. The undersigned understands and agrees that Host reserves the right to refuse his or her participation in any Activity on medical, fitness or any other grounds.
3. The undersigned is aware that his or her participation in the Activities could result in injury and/or may aggravate pre-existing injuries. The undersigned understands that he or she could experience muscle, back, neck and other serious injuries as a result of his or her participation in the Activities. The undersigned understands his or her physical limitations and represents and warrants that he or she is sufficiently self-aware to stop or modify his or her participation in any Activity before he or she becomes injured or aggravates a pre-existing injury. Further, the undersigned acknowledges that he or she is not relying on any oral or written representations or statements made by Releasees other than what is set forth in this Agreement.
4. In consideration of being permitted to voluntarily participate in the Activities, the undersigned agrees to assume full responsibility for any risks, injuries, or damages, known or unknown, which he or she might incur as a result of participating in the Activities, including those which may result from the negligence of the Releasees (defined below).

5. In further consideration of being permitted to participate in the Activities, the undersigned, for himself or herself, and his or her respective heirs, assigns, personal representatives and next of kin, HEREBY EXPRESSLY WAIVES AND RELEASES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS, the Host, its affiliates and any of their respective officers, directors, officials, agents, employees, partners, board members, affiliates, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the Event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES AND/OR EXPENSES ARISING OUT OF OR RELATING TO ANY INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage of any kind to person or property, known or unknown, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, during or related to his or her participation in the Event or its related events or activities, to the fullest extent permitted by law.

6. The undersigned understands and agrees that the Host may from time-to-time photograph, video, or otherwise record classes or events occurring at its studios and place such photographs and videos on its website. The undersigned hereby consents to the use of his or her image that may appear in any such photograph or video.

7. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas and that all actions, suits, claims and proceedings relating to this Agreement shall be brought in a court of competent jurisdiction located in Dallas County, Texas. In case any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall not affect any other provision of this Agreement and this Agreement shall be construed as if such provision had never been contained herein.

**I, the undersigned, acknowledge that I have carefully read this Agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this Agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators, and assigns may have against any Released Party.**

Signature of participant:

\_\_\_\_\_

Date:

\_\_\_\_\_

If participant is under 18:

As legal guardian of \_\_\_\_\_

I consent to the above Release and Waiver of Liability

Signature of parent/guardian:

\_\_\_\_\_

Date:

\_\_\_\_\_