VOLUNTEER ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY
2027 JM Eagle LA Championship Presented by Plastpro, Wilshire Country Club (April 12 – April 18) ("Tournament") **PLEASE**

READ CAREFULLY BEFORE SIGNING.

THIS VOLUNTEER ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY AND THE COVID-19 ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY (COLLECTIVELY, THE "AGREEMENT") HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

IN CONSIDERATION for volunteering at the Tournament (and all related events and/or activities) I, for myself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by me (if relevant under the applicable laws) (collectively, "Related Persons"), hereby acknowledge and agree as follows:

1) **RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE**. I, for myself and each of my Related Persons, do hereby KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, EACH AND ALL OF THE RELEASED PARTIES (AS DEFINED BELOW) FROM (OR WITH RESPECT TO) ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, CLAIMS FOR DAMAGES, LOSSES, OR EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, THAT I OR ANY OF MY RELATED PERSONS MAY SUSTAIN BY VIRTUE OR ARISING OUT OF PROVIDING VOLUNTEER SERVICES TO OR MY PRESENCE AT THE TOURNAMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF THE NEGLIGENCE OF RELEASEES, ANY ACCIDENTS, INJURIES, OR ILLNESSES (INCLUDING DEATH), ANY PROPERTY LOSS OR ANY DEMANDS OR ACTIONS FOR NEGLIGENCE, PREMISES LIABILITY, EMOTIONAL INJURY, OR TORT CLAIMS. This Agreement may be pleaded as a complete defense to any action or other proceeding which may be brought, instituted, or taken by me or Related Persons against any or all of the Releasees. For the purposes of this Agreement, the "Releasees" shall include: Tournament, OUTLYR ("Host Organization"), the Ladies Professional Golf Association ("LPGA"), Wilshire Country Club (including the Tournament Organizers), JM Eagle, Plastpro and their respective members, employees, affiliates, directors and officers, all vendors and contractors of the Tournament, and any sponsor, official or other person or entity associated with the Tournament, and/or any member or owner, subsidiary or affiliate, director, officer, agent, employee, legal representative or successor or assign of any of the foregoing persons and entities.

2) **ASSUMPTION OF RISK**. I FULLY UNDERSTAND AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO MY PARTICIPATION IN OR PRESENCE AT THE TOURNAMENT, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, ANY OF THE RELEASEES, OR OTHER THIRD PARTIES. I acknowledge that volunteering at the Tournament is without assumption of responsibility or risk of any kind by Releasees and Releasees do not make any representation or warranty of any kind with respect to the Tournament and/or the suitability of the Tournament site and/or the Tournament course. I fully understand the existence and knowingly and voluntarily assume the risk of all dangerous conditions arising from and inherent to volunteering at the Tournament, and all related activities, and in transportation to and from the Tournament, and waive any and all specific notice of the existence of such conditions. I further agree that in case of any action being brought for or on behalf of me on account of any loss, damage, injury or death sustained by me while volunteering at the Tournament, any related activities, or in transportation connected with any of the foregoing, that I will be personally responsible and agree to repay to Releasees and defend and hold each of them harmless against any amounts recovered against any of them in connection with any such action and all related costs incurred by Releasees.

3) **REPRESENTATION OF GOOD PHYSICAL CONDITION**. I represent and warrant that I am in good physical condition, able to safely volunteer at the Tournament, have no medical conditions that may affect my ability to volunteer at the Tournament, and have not been advised otherwise by a medical practitioner. I consent to medical care and transportation in order to obtain treatment in the event of injury to me and understand that this Agreement extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. I understand that no medical care may be available, but if it is, I assume liability for any and all medical expenses incurred as a result of volunteering at the Tournament (in the event such medical expenses are not provided on a free of charge basis by any

medical services organizations, clinics, or hospitals), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services.

4) **TOURNAMENT GOLF CART OPERATION**. If I operate a Tournament golf car, I acknowledge, agree, and represent as follows: (a) I am at least eighteen (18) years of age; (b) I possess a valid driver's license; (c) I will operate the golf car in a safe manner; (d) I will complete any necessary paperwork regarding an accident; (e) I will not have a right to a claim against the Released Parties in the event of accident, which causes injury and/or death while in possession of the golf car, unless solely caused by the gross negligence of the Released Parties; and (f) I will reimburse the Tournament for the cost of the repair of any damage and/or be liable for any injury to persons caused by me while in possession of the golf car.

5) **NO GUARANTEE**. I understand and agree that my volunteer position is not guaranteed, nor if granted, guaranteed for any length of time, and that the Tournament Organizers may deny or end my volunteer opportunity at any time, for any reason, with or without prior notice.

6) **INTELLECTUAL PROPERTY**. Furthermore, in consideration participation the right to volunteer at the Tournament, I hereby irrevocably grant to Tournament Organizers, or anyone authorized by such parties, the absolute right and permission to record and/or photography my name, image, likeness, voice and/or performance in conjunction with the Tournament (including any other events related to the Tournament). I further irrevocably grant Tournament Organizers the absolute right and permission in perpetuity to use, re-use, edit, publish and republish my name, image, photograph, likeness and biographical material about me and photographic portraits, pictures or video of me, or in which I may be included in whole or in part, or composite or distorted in character or form, which promote, publicize, advertise, and otherwise exploit the Tournament (including future Tournaments) (collectively, the "Materials") in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, social media, brochures, print materials, and media that are unknown at this time, worldwide, without compensation to me. I waive any right that I may have to inspect or approve the finished product or the advertising or other copy that may be used in connection with the Materials or their uses. I release and discharge the Tournament Organizers, and all persons acting under any of their permission or authority, from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of photographic portraits, pictures or video of me, or in any processing pertaining to completion of the finished product, unless it can be shown that it and the publication of it were maliciously caused, produced and published for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and/or indignity. I understand that any such Materials shall become the sole property of the Tournament Organizers.

7) **GOVERNING LAW; ARBITRATION, NO CLASS RELIEF**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA without regard to conflict of laws principles. This Agreement is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under California law. WHERE ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT ARISES, I AGREE TO FIRST TRY TO RESOLVE SUCH DISPUTE THROUGH CONFIDENTIAL DISCUSSIONS. ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT WHICH CANNOT BE AMICABLY SETTLED WILL BE INITIATED BY WRITTEN DEMAND AND FINALLY RESOLVED BY BINDING ARBITRATION IN NEW YORK, NY, IN ACCORDANCE WITH THE COMPREHENSIVE ARBITRATION RULES AND PROCEDURES OF JAMS, INC. ("JAMS"), AND ANY JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. The arbitrator shall allow reasonable discovery but shall control the amount and scope of discovery by limiting discovery only to matters that will ultimately be admissible. The arbitration shall be conducted by an arbitrator with at least ten years' experience in commercial disputes, who shall have the power to hear motions, control discovery, conduct hearings and do all that is necessary to resolve the matter. The parties must mutually agree on the arbitrator. If the parties cannot agree on the arbitrator after their best efforts, an arbitrator from JAMS will be selected pursuant to JAMS' rules. The arbitration will be decided upon a written decision of the arbitrator stating the essential findings and conclusions upon which the award is based. I WILL NOT HAVE THE RIGHT TO PURSUE A CLAIM OR RELIEF IN COURT, OR HAVE A JURY DECIDE THE CLAIM OR RELIEF AND I WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

8) **SEVERABILITY**. I agree that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable, or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid, binding, and enforceable.

9) **INFORMED CONSENT AND VOLUNTARY PARTICIPATION**. BY INDICATING MY ACCEPTANCE OF THIS AGREEMENT, I AM AFFIRMING THAT I HAVE READ THIS WAIVER AND RELEASE AND THE COVID-19 ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM AGREEING TO THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF I AM SIGNING ON BEHALF OF A MINOR OR INCAPACITATED ADULT, I CERTIFY THAT I AM THE

PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT. BY INDICATING MY ACCEPTANCE OF THIS AGREEMENT, I AM AFFIRMING THAT THIS AGREEMENT WAS FAIRLY ENTERED INTO BY MYSELF.

The rights granted to Releasees in this Agreement are in addition to any rights granted by me to Releasees in any other agreements. This Agreement in no way limits or reduces the parties' rights and obligations to each other under other agreements or arrangements between the parties. By signing below, I acknowledge that I have read, fully understand and voluntarily consent to the terms and conditions contained in this Agreement.

x

Print Name:

Date: