



**Pro-Am Participation Waiver & Release of Liability
2025 Dow Championship (June 23-29, 2025) ("Tournament")**

I understand and agree that this Waiver and Release of Liability ("Waiver and Release") shall be subject to acceptance by the General Chairman of the Tournament ("Tournament Director") on behalf of the Outlyr, Inc. ("Host Organization") and the Ladies Professional Golf Association ("LPGA") before I shall be eligible to enter the 2025 Tournament Pro-Am ("Pro-Am") as an amateur contestant. Subject to Tournament Director's acceptance of this Waiver and Release, it shall stand as and for my entry in the Pro-Am.

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), in consideration for the opportunity to participate in the Pro-Am and all related events and/or activities (regardless of whether I am a participant, contestant and/or spectator), do hereby covenant to Tournament, Host Organization, the LPGA, Outlyr, Inc. (collectively, the "Pro-Am Organizers"), Midland Country Club, Dow, all affiliates of the foregoing parties (including the Pro-Am Organizers), and their respective members, employees, affiliates, directors and officers, all vendors and contractors of the Pro-Am, and any sponsor, official or other person or entity associated with the Pro-Am and/or Tournament, not to sue or bring any legal action or proceeding against any and/or all of them, 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 (collectively, the "Releasees"), for or on account of any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature that I or any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by me (if relevant under the applicable laws) may sustain by virtue or arising out of my participation in or presence at the Pro-Am, including, without limitation, those arising out of the negligence of Releasees, any accidents, injuries, or illnesses (including death), or any property loss. The Waiver and Release may be pleaded as a complete defense to any action or other proceeding which may be brought, instituted, or taken by me or any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by me (if relevant under the applicable laws) against any or all of the Releasees. Furthermore, 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), in consideration for the opportunity to participate in the Pro-Am and all related events and/or activities (regardless of whether I am a participant, contestant and/or spectator), waive and release any and all rights and claims for any injuries and damages, including, but not limited to demands or actions for negligence, premises liability, emotional injury, intentional conduct, tort claims, and any other actions or demands of whatsoever nature, I have or may have against any or all of the Releasees, and I voluntarily assume all of the risks associated with such participation. I acknowledge that my participation in the Pro-Am 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 Pro-Am and/or the suitability of the Pro-Am site and/or Pro-Am course. I understand the existence and assume the risk of all dangerous conditions arising from and inherent to the Pro-Am, and all related activities, and in transportation to and from the Pro-Am, 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 participating in the Pro-Am, 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.

I represent and warrant that I am in good physical condition, able to safely participate in the Pro-Am, have no medical conditions that may affect my ability to participate in the Pro-Am, 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 Waiver and Release 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 my participation in the Pro-Am (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.

I understand and agree that the Tournament Director reserve the right to delay, postpone, shorten, reschedule or cancel the Pro-Am in the event of weather (including, but not limited to, heat, hurricanes, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and

security of Pro-Am participants and/or spectators or the feasibility of the Pro-Am to be held. In the event of such cancellation or disruption of the Pro-Am or any other cancellation or disruption for any reason, there will be no refund of my payment (including without limitation any portion of the entry fee submitted in in connection with my participation in the Pro-Am) unless authorized and paid by the Pro-Am, Tournament, and/or Host Organization, and or LPGA, in each party's sole discretion. I agree to hold the Releasees harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature, related to any cancellation or disruption of the Pro-Am.

I acknowledge that the Tournament Director and/or other Pro-Am representatives have the right to reject or revoke my entry in the Pro-Am, either before or after the start of play in the Pro-Am, without liability or further obligation of the Pro-Am Organizers. In such event, I shall not be eligible to play or continue to play therein, as the case may be, or to participate for or be eligible to receive the prizes thereof.

In consideration of my participation in the Pro-Am, I hereby irrevocably grant to Pro-Am Organizers, or anyone authorized by such parties, the absolute right and permission to record my voice and photograph me in conjunction with the Pro-Am (including any clinics, long-drive contests, or other events related to the Pro-Am). I further irrevocably grant to Pro-Am Organizers the absolute right and permission in perpetuity to use, re-use, edit, publish and republish my name 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 Pro-Am (including future Tournament Pro-Am) and/or the Tournament (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 use. I release and discharge the Releasees, 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 Pro-Am Organizers, as applicable.

This Waiver and Release shall be governed by and construed in accordance with the laws of the State of Michigan, USA without regard to conflict of laws principles. This Waiver and Release is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under Virginia law. TO THE EXTENT ANY DISPUTES RELATE TO, OR ARISE FROM, THIS WAIVER AND RELEASE, THE PARTIES ACKNOWLEDGE AND CONSENT TO VENUE AND THE EXCLUSIVE JURISDICTION IN THE COURTS OF THE STATE OF MICHIGAN.

BY INDICATING MY ACCEPTANCE OF THIS WAIVER AND RELEASE, I AM AFFIRMING THAT I HAVE READ THIS WAIVER AND RELEASE 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 WAIVER AND RELEASE FREELY AND VOLUNTARILY, 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 signing below, I acknowledge that I have read and fully understand the terms and conditions contained in this Waiver and Release and I agree to abide by and be governed by the LPGA Tournament Regulations currently in effect and by the Rules of Golf of the United States Golf Association, subject to any modifications thereof approved by the LPGA.

X _____

Print Name: _____

Date: _____

Affiliated Company (if applicable): _____