

Volunteer Agreement/Waiver

It is most important that you read the following before signing up.

I understand and agree that:

- In the course of volunteering for the LECOM Health Challenge (“Tournament”), I may be dealing with confidential information and I agree to keep such information in the strictest confidence.
- The relationship between the Tournament and volunteers may be discontinued at any time by either the volunteer or the Tournament.
- I am strictly a volunteer, not an employee of the Tournament; that I volunteer my services freely and without pressure or coercion, direct or implied, from the Tournament; and, that there has been no promise of nor do I have an expectation of receiving compensation.
- I grant the Tournament permission throughout the universe to use my likeness, voice, and words in television, radio, pictures, videotapes, film or any other form now known or hereinafter devised to promote activities of the Tournament without compensation.
- I assume all risks surrounding and associated with my participation in activities and events organized and sponsored by the Tournament, from known, unknown, obvious and hidden conditions, including, without limitation, being struck by misdirected golf balls or carts, falls on and/or around the Tournament golf course and surrounding areas, and actions of third parties. In consideration for allowing me to participate as a volunteer and all other benefits to me arising therefrom, I, my personal representatives and administrators, heirs, and next of kin hereby waive, release, covenant not to sue, and forever discharge the Tournament, Lake Erie College of Osteopathic Medicine, Chautauqua Region Economic Development Corporation, Scott’s Peek’n Peak, LLC., PGA TOUR, Inc., and all other persons and entities, including but not limited to, sponsors, players, employees, agencies, insurance carriers, volunteers, providers of first aid and independent contractors liable or who might be claimed to be liable (collectively, “Releasees”) from and against any and all injuries, losses, damages, claims, actions, and any liability of any kind (including, without limitation, personal injury, death, or loss or damage to personal, private, or other property), whether caused by the negligence of Releasees or otherwise, as a result of or in connection with my volunteering at the Tournament. I further agree to indemnify, defend and hold harmless the Releasees for any liability, demand, judgment, claim or suit, including reasonable costs and attorney fees, arising out of or in connection with my acts or omissions or allegations thereof as a volunteer for the Tournament.
- In the event that I am unable to do-so on my own because of injury or illness, I consent to administration of first aid and/or medical treatment, and agree to indemnify, waive, release, covenant not to sue, and forever discharge Releasees from any and all liability or claims arising out of such treatment.
- New York laws shall govern any and all disputes involving Releasees. Any disputes involving the Releasees shall be resolved by arbitration in the State of New York pursuant to the Commercial Rules of the American Arbitration Association then in force. A judgment upon the award rendered by the arbitrators shall be final and non-appealable, and may be entered in any court having jurisdiction thereof.
- The nature of the Tournament and the participating athletes make it necessary to have in place a screening process for all volunteers. My signature on the Volunteer Application shall serve as authorization to perform a criminal history record information check in connection with my volunteer application for the Tournament.
- I, a volunteer for the Tournament, hereby attest that I have never been found guilty of, or entered a plea of guilty or of nolo contendere (i.e., no contest) to a crime determined to be a misdemeanor or felony. I further attest that I have never been judicially determined to have committed abuse or

neglect against a person, child, or animal. Under penalty of perjury, I hereby declare that the attestations above are true to the best of my knowledge and belief. I understand that I must present the Tournament with a valid U.S. state-issued driver's license prior to serving as a Tournament volunteer, if serving in any type of transportation capacity, motor or battery powered vehicle.