

## **TERMS AND CONDITIONS**

These Terms and Conditions ("Terms") are integrated into the Membership Agreement ("Agreement") between Ohio Collegiate Tour, LLC ("Tour") and the member identified in the Agreement ("Member"). Reference to the Agreement shall expressly include these Terms; provided, in the event of a discrepancy between the Agreement and these Terms, the Agreement shall control.

### **1. MEMBERSHIP**

1.1 Membership Benefits. Tour will use commercially reasonable efforts to provide the membership benefits expressly identified in the Agreement ("**Membership Benefits**"). Tour will provide the Membership Benefits in a professional manner in accordance with the Agreement. Notwithstanding the foregoing, Tour reserves the right to unilaterally modify the Membership Benefits, including the time, location, and parameters of tour events.

1.2 Term. The term of the Agreement shall be for the period expressly identified in the Agreement. Upon the end of the term, Member will enter into another Agreement if they wish to participate in another tour year.

1.3 Annual Fee. In consideration of the Membership Benefits, Member shall pay the Tour annual fee set forth in the Agreement.

### **2. COVENANTS AND OTHER AGREEMENTS**

2.1 Rules and Policies. Member shall be fully bound by all instructions, rules, regulations, policies, and requirements of Tour, the golf course owner(s) or operator(s), and any other corporate entity involved in the Membership Benefits (collectively, "Policies"). Member acknowledges that Tour may suspend (without refund) Member from any Membership Benefits, including the participation in tour events, for the failure to abide by such Policies.

2.2 Photo Release. Member hereby consents to and authorizes the use and reproduction by Tour of any and all photographs and other audiovisual materials taken from Member for promotional printed material, social media, educational activities, media or for any other use for the benefit of Tour.

2.3 Information Release. To the extent that you provide any personal information to Tour, including any academic information, Tour may share such information with third parties and sponsors.

### **3. WARRANTIES AND DISCLAIMERS**

3.1 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, TOUR MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. TOUR EXPRESSLY DISCLAIMS ALL IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. TOUR DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE MEMBERSHIP BENEFITS. TOUR DOES NOT WARRANT THAT THE MEMBERSHIP BENEFITS ARE ERROR-FREE.

3.2 Third-Party Products. Tour makes no warranties and offers no indemnities with respect to any third-party products or services irrespective of whether such third-party products and services are included in, or provided with, a Membership Benefit.

3.3 Indemnification. Each Party ("Indemnifying Party") shall indemnify the other Party and its officers, directors, employees, agents, and affiliates ("Indemnified Party"), and hold them harmless from and against any and all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees, costs of investigation, court costs and expert witnesses' fees (collectively, "Damages"), arising out of any third-party claim alleging: (a) any uncured breach by Indemnifying Party of any material representation, warranty, provision or covenant in the Agreement or (b) any noncompliance by Indemnifying Party with any applicable law, rule or regulation; or (c) any claim for damages caused by Indemnifying Party's gross negligence, willful, or intentional misconduct; provided that Indemnifying Party shall have no indemnification obligation under this Section for any Damages arising out of, or caused, in whole or in part, either directly or indirectly, by: (i) Indemnified Party's negligence, willful misconduct, or fraud; or (ii) Indemnified Party's uncured breach of any representation, warranty or covenant.

3.4 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, TOUR WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO MEMBER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THE AGREEMENT, EVEN IF TOUR IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

3.5 Cap on Liability. UNDER NO CIRCUMSTANCES WILL TOUR'S TOTAL LIABILITY OF ALL KINDS FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THE AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY MEMBER UNDER THE AGREEMENT.

#### **4. GENERAL**

4.1 Assignability. Member may not assign its right, duties, or obligations under the Agreement.

4.2 Governing Law. The Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Medina County, Ohio, in connection with any action arising out of or related to the Agreement.

4.3 Relationship. Nothing herein contained shall constitute a partnership between or joint venture by the Parties or constitute any Party

4.4 Subcontractors. Tour may utilize subcontractors or other third parties to perform its duties under the Agreement, so long as Tour remains responsible for all of its obligations under the Agreement.

4.5 Force Majeure. Any failure by any of the Parties hereto to carry out any of its obligations under the Agreement (except for the payment of any fees and expenses) shall not be deemed to be a breach of the Agreement or a default if such failure is caused by a Force Majeure event. "Force Majeure" events include, but are not limited to, acts of God, wars, restrictions, pandemics, national emergency, strikes, fires, floods, or other casualty, riots, insurrections, accidents, delays in transportation, rules and restrictions by law or government agencies, and other causes beyond the Party's control, whether or not the cause be of a class or character similar to those heretofore enumerated.

4.6 Miscellaneous. The Agreement comprises the entire agreement between the Parties. There is no other oral understanding, agreement, warranty or other representation whether express or implied in any way extending, defining or otherwise relating to the provisions hereof or binding on the Parties with respect to any of the matters to which these presents relate. If any provision of the Agreement or any application thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provision shall not be affected thereby. The Agreement shall expressly survive the termination hereof.

BY SIGNING HERE BELOW MEMBER INDICATES THE FOLLOWING: (i) THAT THEY HAVE READ THESE TERMS IN ITS ENTIRETY AND FULLY UNDERSTAND ALL OF ITS TERMS AND (ii) THAT THEY HAVE SIGNED THESE TERMS FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE BY ANYONE.

## **CODE OF CONDUCT**

### **1. GENERAL:**

As a member of Ohio Collegiate Tour, LLC ("Tour"), I promise that:

- I will adhere to the Tour's guidelines for promoting participant safety. I understand that the Tour will not tolerate violations of safety guidelines by participants, and that the Tour may penalize and/or disqualify me if I knowingly violate such policies at the golf course or any venue associated with the Tour
- I will conduct myself in a manner that brings respect and honor to myself and to the Tour at all times while participating in Tour events
- I will demonstrate respect for myself, my fellow golfers, spectators, staff, host course staff and members, and sponsors while present at Tour events
- I will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct at all times while participating in Tour events, and will refrain from

unsportsmanlike conduct, including, but not limited to, abusive language, cheating, club throwing, and any abuse of golf course property

- I will demonstrate respect for the golf courses that host Tour events
- I will abide by rules of the facilities that host Tour events in which I participate
- I will not engage in, or threaten others with, any form of discrimination, bullying, or harassment-whether verbal, physical, sexual, or otherwise-through any means or platform
- I will not, under any circumstances, participate in or condone acts of violence, racism, or sexism in any form, directed at any individual or group

## **2. ATTIRE:**

2.1 Proper attire is always required while at the at the host golf facility. Should a host facility have a stricter dress code, its policy will take precedence. Players in violation will be asked to change attire or they will not be allowed to participate.

### 2.11 Proper Attire

Men - Collared shirts or mock turtlenecks. Shirts must be worn and tucked-in at all times. Shorts and Golf Slacks are permissible. Cargo shorts, jeans or the like are not permitted.

Women - Collared shirts or mock turtlenecks. Shorts, Skorts and Golf Slacks.

2.12 Hats/visors must be worn with brim forward; males must remove hat/visor while indoors

## **3. PROHIBITED ACTIVITIES:**

The following actions and activities are prohibited at Tour events. Prohibited activities include, but are not limited to the following:

- Engaging in conduct that is criminal under the law
- Arriving at events under the influence of illegal drugs, excessively intoxicated by alcohol, or impaired legal substances (including marijuana or prescription drugs)
- Using or consuming alcohol or marijuana during an event
- Participating or assisting in any gambling or betting activities associated with any Tour event

## **WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

This Waiver of Liability, Assumption of Risk and Indemnification Agreement ("**Waiver**") is integrated into the Membership Agreement ("**Agreement**") between Ohio Collegiate Golf Tour, LLC ("**Tour**") and the member identified in the Agreement ("**Member**"). Reference to the Agreement shall expressly include this Waiver; provided, in the event of a discrepancy between the Agreement and this Waiver, the Agreement shall control.

**1. Background. This Waiver is entered into by Member in consideration of being permitted to participate in certain golf events hosted by Tour ("Activity"). This Waiver is**

legally binding and affects Member's rights. Member should read this Waiver carefully and ask Tour any questions prior to signing.

**2. Qualified Person. Member acknowledges, agrees, and represents the following:**

**2.1 Member understands the nature of the Activity and is over 18 years of age, qualified, in good health and in proper physical condition to participate in or observe the Activity.**

**2.2 Member affirms that they do not have a pre-existing medical or physical condition incompatible with their participation in the Activity.**

**2.3 Member understands that all events will be walking only. In the event that a member is physically unable to participate through walking, the Tour will make reasonable efforts to ensure said member has access to a riding cart. Any fees associated with the request will be afforded by Member.**

**2.3 Member further agrees and warrants that if at any time they believe conditions to be unsafe for themselves, they will immediately discontinue further participation in the Activity.**

**2.4 Member understands that athletic activities, including golf or the use of golf carts, is an inherently dangerous activity, and accepts any and all injuries they may sustain as they participate in the Activity.**

**2.5 Member understands that Tour does not test the abilities of Member or any other participants. Member or any other participants perform at their own risk.**

**3. Assumption of Risk. Member fully understands the following:**

**3.1 Athletic activities involve risks and dangers of serious bodily injury, including but not limited to, permanent disability, paralysis, and death (hereinafter referred to collectively as "Risks").**

**3.2 Member's participation in the Activity is inherently dangerous and the Risks and dangers may be caused by many factors, including, but not limited to: (i) Member's own actions or inactions; (ii) the actions or inaction of other participants or third parties attending the Activity; (iii) the conditions in which the Activity takes place; and (iv) the negligence of any golf course owner(s).**

**3.3 There may be other risks and social and economic losses either not known to Member or not readily**

**3.4 Member understands that any insurance policy carried by Tour and the golf course owner(s) or operator(s) will be limited and that Member's own insurance may not fully or even partially cover their injuries or losses.**

**3.5 Of free will MEMBER FULLY ACCEPT AND ASSUME ALL THE RISKS from participating in or observing the Activity.**

**4. Other Policies.**

**4.1 Member agrees to be fully bound by all instructions, rules, regulations, and requirements of Tour, the golf course owner(s) or operator(s), and any other corporate entity involved in the Activity. Member accept full responsibility and complete liability for the consequences of Member's failure to abide by the instructions, rules, regulations, and requirements governing the Activity.**

**5. Release of Liability.**

**5.1 MEMBER COVENANTS TO NOT SUE, AND MEMBER RELEASES AND DISCHARGES THE TOUR ~ AND ITS PARENT COMPANIES, AFFILIATED COMPANIES RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES (TOGETHER WITH ITS AFFILIATES, SUCCESSORS, LICENSEES AND ASSIGNS, "RELEASEES"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THEIR ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES.**

**5.2 MEMBER AND MEMBER'S PERSONAL REPRESENTATIVE, HEIRS, BENEFICIARIES, AND ASSIGNS HEREBY DISCHARGE AND RELEASE RELEASEES FROM ANY AND ALL LIABILITY, DIRECT OR INDIRECT, FOR ANY AND ALL DAMAGES, COSTS, AND LEGAL EXPENSES FOR ANY AND ALL LAWSUITS, CLAIMS AND DEMANDS FOR ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF THE ACTIVITY TO MEMBER'S PERSON AND PROPERTY, AND TO ANY AND ALL THIRD PERSONS AND THEIR PROPERTY.**

**5.3 Member understands this release covers not only the aforementioned Releasees but also any promoter, other participants, sanctioning organizations, course operators, course owners and lessees, course officials, sponsors, advertisers, and any officers or employees of any of the foregoing.**

#### **6. Indemnification.**

**6.1 Member will hold harmless, indemnify, and reimburse the Releasees to the greatest extent allowed by law from any and all sums, costs, or expenses (including legal fees) incurred by any of the Releasees or paid by them to any person (including themselves or their insurers) in connection with any matters related to this Waiver or any accident, injury (including death), loss, or damage sustained by them or others in connection with their attendance or participation in the Activity.**

#### **7. Consent to Medical Care.**

**7.1 In the event Member suffers any injury or illness during the Activity, Member hereby authorizes Tour and its agents and representatives to obtain and consent to medical care, including without limitation medical treatment, hospitalization, ambulance transportation, anesthesia, X-ray, and other exams and tests. Member agrees to pay all costs of such medical care and transportation.**

#### **8. Drug and alcohol Testing**

**8.1 Member represents that they will not be under the influence of any dangerous medication, drugs or alcohol, and that the results of said testing method may be released to any third party(ies). Member generally and specifically waives any right to privacy if any, related thereto. Moreover, by participating in the Activity, Member gives their consent to undergo the testing procedures and, if any such results test positive, Member understands that they shall be disqualified from the participation in the Activity. Member understands that the fact that they are not**

tested does not imply consent has been given to engage in the Activity under the influence of alcohol, drugs or any other mind-altering or physical impeding substance.

**BY SIGNING HERE BELOW MEMBER INDICATES THE FOLLOWING: (i) THAT THEY HAVE READ THIS WAIVER IN ITS ENTIRETY AND FULLY UNDERSTAND ALL OF ITS TERMS; (ii) THAT THEY UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER: (iii) THAT THEY HAVE SIGNED THIS WAIVER FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE BY ANYONE; (iv) THAT THEY ARE OF CLEAR AND SOUND MIND, AND NOT UNDER THE EFFECT OF ANY MIND-ALTERING DRUG OR SUBSTANCE; (v) THAT THEY HAVE NO PHYSICAL IMPEDIMENT TO PARTICIPATING IN THE ACTIVITY; (vi) THAT THEY HAVE NO PREEXISTING CONDITION THAT DRAWS INTO QUESTION THEIR ABILITY TO BE A PARTICIPANT, (vii) THAT THEY INTEND THIS WAIVER TO BE, AS TOWARDS THE RELEASEES, A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW; AND (viii) THEY AGREE THAT IF ANY PORTION OF THIS WAIVER IS HELD TO BE INVALID, THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**