

TOURNAMENT EVENT RELEASE

(Please print)

Club Name: _____
Participant: _____
Address: _____
City: State: Zip: _____
Emergency Contact: _____
Relationship: _____ Phone: _____

Event: ClubCorp Couples Tournament scheduled May 2 – 6, 2012 (“Event”) at LaCosta Resort and Spa in Carlsbad, California (“Resort”). Tournament will include members of various business, sports, society, owner’s clubs, resorts and country clubs affiliated with ClubCorp USA, Inc. (“Host”).

ASSUMPTION OF RISK AND RELEASE AGREEMENT

Assumption of Risk: I am aware that participation in the Event and use of the Club or Resort facilities and/or equipment involves inherent risks and dangers, including property damage, personal injury, bodily injury and death. **I hereby freely agree to assume and accept all risks attendant to my participation in the Event and use of the Clubs’ and Resort facilities and/or equipment, whether known or unknown, including but not limited to property damage, personal injury, bodily injury and/or death arising from or in any way related to the Event, whether resulting from my own negligent acts or omissions, the negligent acts or omissions of Host, any of Host’s affiliates or subsidiaries, or any of their respective officers, directors, members, managers, employees, licensees, agents, volunteers, and invitees (individually, a “Host Party”, and collectively, together with Host, the “Host Parties”), Resort, any of Resort’s affiliates or subsidiaries, or any of their respective officers, directors, members, managers, employees, licensees, agents, volunteers and invitees (individually, a “Resort Party”, and collectively, together with Resort, the “Resort Parties”), or any third party, or the design and/or condition of the Clubs’ or Resort facilities and/or equipment.**

Release and Indemnity: In exchange for the Host allowing me to participate in the Event, I do hereby, on my own behalf and on behalf of the other members of my family, including my spouse, parents, children, heirs, and assigns, release the Host Parties and the Resort Parties from any and all claims, demands, actions, damages, causes of action and liabilities of whatsoever kind or nature, whether directly or indirectly arising from, in connection with or related to the Event and the Clubs’ and Resort facilities and/or equipment, including without limitation damage to property, personal injury, bodily injury, or death. Further, I agree to indemnify, defend and hold harmless the Host Parties and the Resort Parties from and against any and all liabilities, claims, injuries, losses, damages, actions, proceedings, judgments, costs and expenses of any kind or nature whatsoever asserted against or sustained by Host, Clubs, Resort, any Host Party or any Resort Party, whether directly or indirectly arising from, in connection with or related to the Event and the Clubs’ and Resort facilities and/or equipment, including without limitation damage to property, personal injury, bodily injury or death. This release and indemnity shall apply whether the claims, injuries, losses, damages, actions, proceedings, judgments, costs or expenses arise in whole or in part from the negligence of the Host, Clubs, Resort, any Host Party, any Resort Party, or any third party, or from the design or condition of the Clubs’ and Resort facilities and/or equipment, and whether arising or occurring on or off the Clubs’ and Resort’s premises and including any transportation. **BY SIGNING BELOW, I CERTIFY THAT I FULLY UNDERSTAND THAT THIS RELEASE AND INDEMNITY WILL PROVIDE AN ABSOLUTE DEFENSE TO ANY LAWSUIT OR CLAIM AGAINST THE HOST, ANY HOST PARTY, CLUBS, THE RESORT, OR ANY RESORT PARTY FOR ANY INJURIES OR DAMAGE THAT I MAY INCUR BY REASON OF MY PARTICIPATION IN THE EVENT OR USE OF THE CLUBS’ AND RESORT FACILITIES AND/OR EQUIPMENT.**

I expressly waive and relinquish any and all claims, rights or benefits which may exist on my behalf under section 1542 of the Civil Code of the State of California, which provides as follows: **"A general release does not extend to claims which the creditor (Participant) does not know or suspect to exist in Participant’s favor at the time of executing the release, which if known by Participant must have materially affected Participant’s settlement with the debtor (Host, Clubs and/or Resort)."**

Property Loss: All personal property brought to the Event is brought at the sole risk of the Participant as to its theft, damage, or loss.

Medical. I give my consent to emergency medical care and transportation in order to obtain treatment in the event of injury, as the Host, Clubs or Resort may deem appropriate.

Photograph Permission. I give permission for the Host to use, without limitation or obligation, photographs, film footage, or tape recordings that may include my image or voice for purposes of promoting the Host’s programs.

Severability. Any provision or portion of this Release found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.

Signature of Participant: _____ Date _____