

TOURNAMENT HOST LIABILITY AGREEMENT

This Liability Agreement (this “Agreement”) is entered into by and between North Bellingham Golf Course (“NBGC”), and _____ (the “Host”). NBGC and the Host are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, NBGC maintains and operates a golf course located at 205 W. Smith Rd., Bellingham, WA 98226 (the “Golf Course”).

WHEREAS, the Host desires to host and conduct a golf tournament (the “Tournament”) at Golf Course on the following date(s): _____.

WHEREAS, participants, guests, staff, and vendors of the Host (collectively the “Participants”) will be participating in the Tournament.

WHEREAS, this Agreement is entered into between the Host and NBGC to establish terms regarding the use of the Golf Course and NBGC’s equipment for the Tournament and to allocate responsibilities and liabilities therefor.

AGREEMENT

1. **Acknowledgement of Potentially Dangerous Activity.** The Host acknowledges and agrees that as part of the Tournament, the Participants will engage in potentially dangerous activities including playing golf, driving and riding in golf carts, traversing or being located on Golf Course, and any other physical or recreational activities as may be available at the Golf Course (the “Activities”). Engaging in the Activities involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. Any injuries the Participants may sustain may result from or be compounded by the actions, omissions, or negligence of NBGC, including negligent emergency response. Notwithstanding the risk, the Host acknowledges it is knowingly and voluntarily hosting the Tournament with an express understanding of the danger involved to the Participants. Furthermore, the Host agrees to ensure all Participants are made aware of the risks in engaging the Activities and sign to required waivers and releases of liability as provided by NBGC.

2. **Waiver and Release.** To the extent allowed by law, the Host expressly waives and releases any and all claims, now known or hereafter known, against NBGC, including its officers, directors, managers, principals, employees, agents, affiliates, successors, assigns, and representatives (collectively the “Releasees”), on account of any injury, disability, death, or property damage to a Participant or the Host, and arising out of or attributable to the Host’s or Participant’s engagement in the Activities, whether arising out of the ordinary negligence of NBGC or any Releasees or otherwise. The Host covenants not to make or bring such claim against NBGC

or any other Releasee, and forever release and discharge NBGC and all other Releasees from liability under such claims.

3. **Indemnity.** The Host agrees to defend, indemnify, and hold harmless NBGC and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, causes of action, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, and the costs of enforcing any right of indemnification under this Agreement, incurred by NBGC or any Releasee, arising out of or resulting from the (1) injury to the person or property of any Participant sustained in the course of engaging in the Activities and (2) the conduct, acts, omissions, negligence, gross negligence, or willful misconduct of any Participant or the Host.

4. **Property Damage.** In the event the Host or any Participant causes damage to the Golf Course or NBGC's equipment or property, the Host agrees to reimburse NBGC in full for the repair and replacement cost arising out of the damage within 14 days of receiving an invoice from NBGC.

5. **Insurance Requirements.** The Host agrees to maintain general liability insurance with a policy limit of no less than \$3,000,000.00 per occurrence, and such policy shall name NBGC as an Additional Insured, and the Host warrants that this coverage will be active on the day(s) of the Tournament. The Host shall provide NBGC with a Certificate of Insurance for the foregoing at least 21 days before the Tournament and failure to do so shall constitute a material breach of this Agreement.

6. **Compliance with Rules.** The Host agrees to comply, and ensure all participants comply, with all of NBGC's rules, policies, and staff instructions during the Tournament and in the course of engaging in the Activities. NBGC reserves the right to expel any Participant from the Golf Course for violating NBGC's rules and policies, or disregarding staff instructions.

7. **Termination.** NBGC may terminate this Agreement or any other agreement with the Host related to the Tournament in the event the Host breaches any material term herein. In the event of termination, the provisions related to waiver and release of liability, defense, indemnification, hold harmless, and reimbursement of property damage shall survive termination.

8. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements,

arrangements or understandings, oral or written, between and among the Parties hereto, or any of them, relating to the subject matter of this Agreement.

(b) **Binding Effect.** This Agreement and the terms, covenants, conditions, provisions, obligations, and benefits hereto shall be binding upon and shall inure to the benefit of the Parties and their officers, directors, employees, shareholders, insurers, agents, representatives, attorneys, successors, assigns, and all persons now or hereafter holding or having all or any part of the interest of a Party herein.

(c) **Governing Law.** This Agreement shall be construed and interpreted under the laws of the state of Washington.

(d) **Jurisdiction and Venue.** Jurisdiction over and the venue of any action to interpret or enforce this Agreement, or any of its terms, shall lie exclusively with the Whatcom County Superior Court.

(e) **Amendment.** A valid and enforceable amendment to this Agreement must be in writing and signed by the Parties and shall be void, unenforceable, and without legal effect otherwise.

(f) **Severability.** If any provision of this Agreement or the application thereto to any person, entity, or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to the other persons, entities, circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(g) **Authority to Sign.** The signatories below represent and warrant they are authorized representatives and have all necessary legal powers to bind the Parties to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have set forth their signature effective the date below each Party's signature.

NORTH BELLINGHAM GOLF COURSE THE HOST

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date