

Release and Assumption of Risk

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ CAREFULLY

In consideration for the Hootie & the Blowfish Monday After the Masters Celebrity Pro-AM & The Dye Club at Barefoot Resort, North Myrtle Beach, allowing the undersigned, to assist as a volunteer in the **Monday After the Masters** golf tournament (the "Tournament") on Sunday, April 11th & Monday, April 12th, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agrees as follows:

The undersigned acknowledges: (i) that assisting as a volunteer in the Tournament (the "Activity") is inherently dangerous; (ii) that the risks and dangers associated with the Activity include, without limitation, the risk of being struck by golf balls, clubs or other equipment, equipment malfunction or failure, negligent design or defective manufacture of equipment, weather, and the acts of spectators, players, caddies and others in attendance; (iii) that other risks and dangers which cannot be foreseen are inherent in the Activity; and (iv) that the risks of the Activity cannot be controlled or avoided by the Club, its Affiliates (as that term is defined below) or their respective independent contractors, officers, agents, servants, employees, shareholders, members, managers, representatives, successors or assigns (collectively, "Released Parties").

The undersigned voluntarily and freely chooses to assume all risks and dangers associated with the Activity with a clear and complete understanding that the damages to the undersigned as a result of those risks and dangers may include, without limitation, personal and/or bodily injury, disfigurement, pain and suffering, wrongful death, property damage, financial loss and any other damages (collectively, the "Losses"). The undersigned also understands and acknowledges that the undersigned's participation in the Activity is not required, but is solely a voluntary activity undertaken by the undersigned at the undersigned's own choosing. The undersigned assumes all risk of such Losses and agrees that none of Released Parties are liable for injuries or damages incurred by the undersigned as a result of participating in the Activity.

The undersigned hereby waives, relinquishes, discharges and releases Released Parties from all claims, actions, causes of action, judgments, debts, expenses, liabilities, demands or suits including, any alleged personal or bodily injury, disfigurement, pain and suffering, wrongful death, property damage, financial loss or any other damages, whether resulting from negligence or other fault, either active or

passive of any kind, whether based in equity or law, express or implied, including court costs, expenses and attorney's fees which the undersigned has or may have against Released Parties related to or arising out of the Activity (collectively, "Claims"). The Claims include, without limitation, claims for the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment, and apparatus, and anything related to the use of the services, equipment, facilities, or premises involved in the Activity.

The undersigned agrees to use good judgment in executing the undersigned's duties in connection with the Activity. The undersigned agrees and acknowledges that the undersigned's participation in the Activity does not render the undersigned an employee of agent of Released Parties and that the undersigned's volunteer services may be terminated at any time.

The undersigned certifies that the undersigned is not a minor and is free and able to give the consents and releases contained in this instrument.

The term "Affiliate", as used herein means, as to a party: (i) any individual who is a parent, spouse, sibling, or descendant of such party; or (ii) any business organization that is controlled by, controls or is under common control with such party.

The undersigned also gives Released Parties and all persons or corporations acting with any of their permission, unrestricted permission to use and/or publish photographic portraits or pictures of the undersigned in still or video format, or in which the undersigned may be included in whole or in part or composite. The undersigned hereby waives any right that the undersigned may have to inspect and approve the finished product or copy that may be used in connection with an image that any photographer or videographer has taken of the undersigned or any use to which it may be applied.

In witness whereof, the undersigned has set his or her hand to this instrument effective as of the date below. If the volunteer is under the age of 18, a parent or legal guardian must co-sign this agreement.

Signature: _____

Co-signature: _____

Name: _____

Name: _____

(please print)

(please print)

Date: _____

Relationship to Volunteer: _____

Date: _____