

This Volunteer Release and Waiver of Liability is being agreed to between PERFORMANCE54 PTY LTD ("54") and you in respect of the 2025 LIV Golf Australia Event scheduled to take place on 14-16 February 2025 (the "Tournament") to be held at The Grange Golf Club (the "Facility")

**Age**: You must be at least 16 years of age to be considered for a volunteer position at the Tournament. Some positions require Volunteers to be at least 25 years of age.

**Transportation/Accommodation**: Volunteers involved in the Tournament understand that transportation and accommodation will not be provided by the Tournament. Use of any parking site provided for volunteers is entirely at the risk of the vehicle driver and/or owner. Please take appropriate security precautions and lock your vehicle.

**Shift Hours**: Volunteer duties are applicable before, during, and after the Tournament. You will be notified of the shifts (service hours) that you will be required to complete. You will also be notified as to who you will report to (a Committee Chair). You may be required to attend scheduled trainings and briefings (if any). You will be informed of the location and time of any training(s) and briefing(s) in advance.

Should you be unable to fulfil the obligation to work assigned shift(s) for any reason, you agree to IMMEDIATELY notify your assigned Committee Chair and return the volunteer bib, credential and any other volunteer-related benefits.

In case of inclement weather, you must check with your Committee Chair for instructions in advance of your shift. If inclement weather occurs during the course of a shift, you must follow safety procedures of the Tournament, including its operators, managers or sponsors (including LIV Golf and its event management company, 54).

**Dress Code**: As a volunteer you will receive a volunteer caddie bib and volunteer credential, which are to be worn at all times during your shift(s). Your volunteer caddie bib and credential are not transferable and, if lost, will not be replaced. You will be responsible for the maintenance, cleanliness and laundry of your own shirt. All volunteers must wear the tournament issued Volunteer bib and cap while volunteering. Wearing the hat is optional, but if you choose to wear a hat, it must be the Tournament issued Volunteer hat. We request that volunteers wear their own khaki or blue shorts or skirts and golf appropriate shirts, or other smart golfing attire (no denims, torn trousers or "loud" golf wear). Please be sure to dress appropriately for the day's weather should it be hot (light, loose clothing), cold (warm long sleeves), unpredictable (layers) or if precipitation is in the forecast wear your rain gear. Suitable footwear with a closed toe should be worn. You will need to wear the Tournament issued volunteer bib over whatever you are wearing for the day. Sandals and metal spikes are not permitted.

**Safety**: The Tournament takes pride in observing high standards of safety and endeavours to provide volunteers with the safest conditions possible. As a member of the volunteer team, volunteers must comply with all safety requirements associated with the volunteer position and support related policies and procedures. Volunteers should follow the Committee Chair's instructions with respect to safety at all times. Volunteers should communicate any and all problems, conflicts or suggestions (safety or otherwise) to the Committee Chair.

**Buggy Acknowledgement**: Buggies are specifically used for the transportation of person but are used for utility purposes as well. They are significant value to the Tournament for efficiency and economic transportation. Recognizing that buggies are moving vehicles, LIV Golf together with 54 and the Facility have established safety rules and procedures for the safe operation of these vehicles. Buggy operation will be governed by such rules, and any others specified by LIV Golf or 54. Volunteers must be at least 18 years old to operate a buggy transporting supplies and at least 25 years old to transport passengers. Volunteers



using a buggy will be required to sign a separate Buggy Safety Training Acknowledgement and Liability Release prior to operating a buggy and must have a valid driving licence.

**Eligibility**: Successful completion of a background check is required for all accepted volunteers. You will not be eligible to volunteer in the future or may be dismissed at any time for any reason including (but not limited to) the following:

- Consumption/being under the influence of alcohol or drugs while on duty
- Theft
- Insubordination, abuse or mistreatment of players, fans, Tournament staff, visitors, guests or other volunteers
- Failure to abide by Tournament policies and procedures
- Failure to complete your shift(s) as directed by the Committee Chair
- Allowing another person to use your volunteer credential
- Seeking autographs outside of the designated autograph area
- Entering restricted areas without proper credentials
- Cancelling without returning items ordered/purchased as part of the volunteer program
- Not being punctual and/or leaving your post unattended
- Engaging in any act or omission that, in LIV Golf's discretion, may present a safety or security risk, and/or reflect poorly on the name, goodwill, brand or products of us, the Tournament, or any of its organisers, managers and/or sponsors.

LIV Golf and 54 each reserve the right to accept or reject applications in its sole discretion.

By arriving for each shift during the Tournament, you represent and warrant that you: (a) are physically fit and physically and mentally capable of performing your duties, (b) are not impaired by drugs, alcohol or otherwise, and (c) are not experiencing symptoms of any bacterial and viral diseases, including the novel coronavirus disease (COVID-19) (the "Disease"), such as cough, shortness of breath, or fever, do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease.

**Use of Trademarks**: Volunteers may not use the name or logo, website content, written agreement or any material and publication of or provided to you in connection with the Tournament, or any of its operators, managers or sponsors (including, without limitation, LIV Golf and 54) in any way without the express written permission of LIV Golf.

Volunteer Credential Terms: You grant permission to LIV Golf to utilize your image or likeness incidental to any live or recorded television or other transmission or reproduction in whole or in part of the Tournament. You agree not to transmit or facilitate transmission of any account, description, picture, or reproduction of the Tournament, including, without limitation, scoring-related data, without the specific advance written permission of the LIV Golf. Photos or videos during your volunteer shift are not permitted. You agree that you shall not seek autographs of players in order to sell such autographs, and you shall not pay another person to obtain an autograph for you. For security purposes, no bags larger than six inches will be permitted onto the golf course unless you are using your Tournament issued volunteer bag. You hereby consent to the reasonable inspection of your person and property before entering the Tournament, which inspection may include, without limitation, metal detection and to the use of CCTV and facial recognition technology at the Facility for security purposes. No food, coolers, ladders, signs, banners, radios, televisions, firearms, explosive devices, etc. will be



permitted on the grounds. All mobile devices, PDAs, and pagers must be on silent or vibrate and must be used in accordance with the posted Mobile Device Policy. NO cameras or camcorders are allowed during Tournament rounds. No alcoholic beverages may be brought onto or taken from the grounds of the Tournament. You agree to abide by all rules and regulations established by the Tournament and its operators, managers or sponsors (including LIV Golf and 54), and a violation of such rules and regulations, including failure to appear for a scheduled volunteer shift, can be a cause for forfeiture of the volunteer credential and your removal from the Tournament. The volunteer credential cannot be used in a promotion or offered as a prize without express permission from LIV Golf. Transfer of the volunteer credential is not permitted. It is unlawful to reproduce the volunteer credential. LIV Golf and 54 each reserve the right to revoke this credential and cancel all privileges connected therein.

**RELEASE AND WAIVER OF LIABILITY**: I desire to volunteer for 54 (the "Organisation") as the entity responsible for supplying volunteers to the Tournament, and to engage in activities related to being its volunteer at the Tournament (the "Activities"). I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee. In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress agree to this Release and Waiver of Liability (this "Release") in favour of the Organisation and each other Released Party (as defined below) and agree to the following terms:

- 1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I am also aware of the highly contagious nature of bacterial and viral diseases, including the Disease and the risk that I may be exposed to or contract the Disease by engaging in the Activities, which may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/ or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of the Organisation, its employees or others, including negligent emergency response or rescue operations of any of the Released Parties (as defined below). I acknowledge that the Organisation cannot guarantee my health or safety before, during, or after the Activities, and that engaging in the Activities may increase my risk of contracting the Disease. I acknowledge that I am voluntarily participating in the Activities and have considered the risks described in this Section. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.
- 2. Medical Treatment. I hereby give consent and authority to one or more of the Released Parties to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless each of the Released Parties from any claim whatsoever in connection with such treatment or other medical services.
- 3. Release and Waiver. I hereby fully and forever release and discharge the Organisation and any person, entity, or organisation affiliated with the Tournament, including the Facility and LIV Golf, and each of their respective affiliates, officers, directors, agents, members, employees, volunteers and other representatives ("Released Parties") from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against the Released Parties,



and fully and forever release and discharge the Released Parties from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT, EXCEPT AS AGREED TO BY THE ORGANISATION IN WRITING, NO RELEASED PARTY ASSUMES ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that workers' compensation insurance is not available to volunteers and that the Organisation does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of any Released Party in the event of any injury or medical expense.

- 5. Indemnification. I hereby agree to indemnify, defend, and hold harmless each of the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my participation in the Activities, arising out of any third-party claim.
- 6. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by one of the Released Parties and/or the Tournament's operators, managers, suppliers, licensees, or sponsors for internal and/or promotional use. I hereby grant and convey to each of the Released Parties and such third parties all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to each of their respective use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.
- 7. Safeguarding of Minors: Volunteers at and participants in the Tournament may be under the age of 18. As such, LIV Golf would like you to:
  - be aware of its safeguarding policy and procedures;
  - report any concerns about or allegations of abuse or poor practice in respect of any minor participant or volunteer to LIV Golf's Safeguarding/Welfare Officer. Any information heard or received from a minor must be treated as confidential as part of the minor's protection and must not be shared with anyone other than LIV Golf's Safeguarding/Welfare Officer;
  - listen to any concerns that parents or minors might have;
  - consider your behaviour do not engage in any behaviour that constitutes any form of abuse:
  - respect your position of trust and maintain appropriate boundaries and relationships with minors. Engaging in sexual behaviour with any minor under the age of 16 is illegal;
  - respect children's trust and rights whilst being honest and open with them;
  - champion everyone's right to take part and celebrate difference or by not discriminating against anyone, regardless of gender, race, sexual orientation or ability:
  - use constructive and positive methods of developing children's skills, without humiliating or harming them;



- behave appropriately online;
- make the Tournament a friendly and welcoming place.

- 8. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organisation and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified (and the holding court is hereby authorized and directed to so deem modified the applicable term or provision) so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. For the avoidance of doubt, this Release does not extend to claims for liabilities that applicable law does not permit to be released by agreement or otherwise. This Release is binding on and inures to the benefit of the Organisation and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.
- 9. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of South Australia, without reference to any choice of law doctrine.

I acknowledge that by submitting this volunteer registration form, my personal data will be collected and processed by Performance54 and shared with LIV Golf for the purpose of the volunteer program only and in accordance with LIV Golf's privacy policy found here <u>Privacy Policy | LIV Golf</u>

BY CHECKING THE "I ACCEPT" BOX BELOW AND CLICKING CONTINUE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THE VOLUNTEER TERMS AND CONDITIONS, INCLUDING THIS RELEASE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANISATION AND RELEASED PARTIES