"[INSERT GOLF COURSE/COMPANY NAME]" RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the “Release Agreement”)

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: "[INSERT GOLF COURSE/COMPANY NAME]" and their respective directors, officers, shareholders, employees, instructors, guides, agents, volunteers, independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively referred to as "the RELEASEES").

DEFINITION
In this Release Agreement the term “Golfing” includes use of all Club facilities, including, without limitation, fairways, greens, driving range, restaurants, parking lots (“the Facilities”) and rental and use of golf equipment and power carts (“the Equipment”) and all other activities including involvement as a participant or spectator at group events, clinics, lessons, tournaments and competitions which take place at the Club.

ASSUMPTION OF RISKS
I am aware that Golfing involves many risks, dangers and hazards including, but not limited to slips and falls; being hit by stray golf balls or golf clubs; accidents or collisions involving motorized golf carts; lightning strikes; encounters with domestic or wild animals; failure to act safely or within one’s own ability or to stay within designated areas; negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS & HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RENTAL EQUIPMENT AGREEMENT

1. I accept full responsibility for the care of any power cart or rental clubs that I use (the "Equipment") and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.

2. I am familiar with the proper use of the Equipment. I understand that the rental staff is able to answer questions I may have as to the proper use of the Equipment.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees permitting my use of the Facilities or rental of the Equipment, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES from any and all liability for any damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my use of or presence on the Facilities or my use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, in respect of the selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of Golfing. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to or loss of property of or personal injury to any third party;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.
GOLFERS’ RESPONSIBILITY CODE

There are elements of risk that common sense and personal awareness can help reduce. Please adhere to the Code listed below and share with others the responsibility of a safe golf experience.

1. In accordance with the liquor licencing laws of British Columbia - no alcoholic beverages other than those purchased at the golf course shall be permitted anywhere on the premises. Please drink responsibly at all times.

2. Please be aware of your surroundings. Do not hit the ball in the direction of other golf course users, objects on the golf course or dwellings in the vicinity of the golf course. You will be liable for any injury or damage.

3. Please observe and obey all golf course signage or GPS notifications (if applicable) at all times.

4. A valid driver’s licence is required to operate a power cart. Please drive all power carts in a safe and responsible manner. Comply with cart directional signage at all times as this does change on a regular basis. Allow sufficient space when stopping behind or passing other golf course users. Maximum 2 people per cart.

5. Pace of play is a priority at this facility. For everyone’s enjoyment, please adhere to our pace of play reminders.

6. Please do not drive carts on greens, tee boxes or into bunkers.

7. If you witness an accident or any kind of unruly or irresponsible behaviour please report it immediately to the nearest staff member and provide a complete account of the occurrence.

8. Please refrain from entering environmentally sensitive areas. These are marked with signage or green top red stakes.

9. Please remember the 3 R’s – Repair your ball marks, Replace your divots and Rake the bunkers after use.

10. Respect your fellow golfers and have fun.

KNOW THE CODE – BE SAFETY CONSCIOUS, IT’S YOUR RESPONSIBILITY