

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY & PARTICIPATION AGREEMENT HEREINAFTER
THE "RELEASE & PARTICIPATION AGREEMENT"**

**BY SIGNING THIS RELEASE & PARTICIPATION AGREEMENT YOU AGREE TO THE TERMS AND CONDITIONS INCLUDED HEREIN
AND WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN
ACCIDENT PLEASE READ CAREFULLY!**

Name Address	Last	First	Phone
	Street	City	Prov./State
Email <i>(optional - use for our newsletter)</i>			

PART A: RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY

To: Amare Country Club And Buncrana Golf And Their Respective Directors, Officers, Shareholders, Employees, Instructors, Guides, Agents, Volunteers, Independent Pass Holders, Subpass Holders, Representatives, Sponsors, Successors And Assigns (Hereinafter Collectively Referred To As "The Releases").

DEFINITION

In this release agreement the term "golfing" includes use of all club facilities, including, without limitation, fairways, greens, 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.

Assumptions of risks: I AM AWARE THAT GOLFING AS WELL AS SPENDING TIME AT THE GOLF COURSE AND IN THE GOLF SIMULATOR WHILE NOT PLAYING INVOLVES MANY RISKS, DANGERS AND HAZARDS INCLUDING, BUT NOT LIMITED TO SLIPS AND FALLS; BEING HIT BY STRAY GOLF BALLS, GOLF CLUBS OR SOCCER BALLS; 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; FIRE HAZARDS FROM THE HEATERS AND FIREPITS; 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, AND HAZARDS REFERRED TO ABOVE.

I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT AND APPLY EVERY TIME PARTICIPANT ENGAGES IN GOLFING OR FOOTGOLFING ON GOLF FACILITY PREMISES, WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH SEASON OR YEAR UNTIL A NEW RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS IS EXECUTED BY OR ON BEHALF OF ME OR PARTICIPANT, AS REQUIRED BY GOLF FACILITY OWNERS AND OPERATORS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Consideration of the releasees permitting my use of the facilities or rental of the equipment, hereby agree as follows:

- i. I freely accept and fully assume all risks, dangers & hazards associated with the use of the equipment and accept full responsibility for the care of any power cart, rental clubs or rental soccer balls that I use (the "equipment") and
- ii. I agree to pay for any damage to the equipment and replace at full retail value any equipment not returned by the agreed date or in a state that it was borrowed in. I am familiar with the proper use of the equipment. I understand that the club staff is able to answer any questions I might have prior to commencing the use of equipment
- iii. As to the proper use of the equipment, I agree 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; this release agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives,
- iv. In the event of my death or incapacity; 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 ontario and no other jurisdiction; and any litigation involving the parties to this release agreement shall be brought solely within the province of ontario and shall be within the exclusive jurisdiction of the courts of the province of ontario.

CLAIMS TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have, or that Participant has or may in the future have, against the GOLF COURSE OWNERS AND OPERATORS and Amare Country Club and Buncrana Golf, and each of their parent, subsidiary and affiliated entities and their respective directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as 'THE RELEASEES'), and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I/Participant may suffer, or that my/ Participant's next of kin may suffer resulting from either my/Participant's use of or my/Participant's, presence on the Facilities or travel beyond the course boundary, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the **occupiers' liability act**, on the part of the releasees, and also including the failure on the part of the releasees to safeguard or protect me/participant from the risks, dangers and hazards of golfing referred to above.

PLEASE INITIAL HERE _____

SIGNING ON BEHALF OF FAMILY MEMBERS

I UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT ON BEHALF OF A PARTICIPANT OTHER THAN MYSELF, I WARRANT THAT I AM ENTITLED TO EXECUTE THIS AGREEMENT AS THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, AND/OR I HAVE THE EXPRESS AUTHORITY AND PERMISSION FROM PARTICIPANT TO ACCEPT THE TERMS OF THIS AGREEMENT ON HIS OR HER BEHALF, AND THAT I AM RESPONSIBLE FOR ANY CLAIMS BROUGHT BY PARTICIPANT, AS FURTHER SET FORTH HEREIN.

PART B: PLAYERPASS PARTICIPATION AGREEMENT

DEFINITIONS: GENERAL

For purposes of this agreement, the following terms and definitions are used:

- "the club" refers to Amare Country Club and Buncrana Golf Course
- "pass holder" is identified as the person at the top of this release & participation agreement

TERMS & CONDITIONS OF PARTICIPATION

In consideration of the club and in accepting this I (the undersigned) hereby agree to be bound by the following terms and conditions:

- The golf and its facilities will operate daily, weather permitting through the year. The course will be available for play at the discretion of management. There may be times when golf carts will not be permitted. Please check opening times on our **facebook page - www.facebook.com/buncranagc or our website www.buncrana.ca**
- The club will not grant additional rounds for slow play or if the round is affected by weather.
- Use of a golf cart requires a valid g2 or g driver's license to operate.
- The pass holder agrees that he or she will not teach golf for remuneration on property owned or controlled by the club
- Buncrana golf course will not be responsible for any lost or stolen equipment or belongings.

PASS USE & REDEMPTION

In equity to the club and their ability to properly operate the golf course, the pass holder agrees to the following terms and conditions of pass use and redemption:

- follow the course direction as set by course officials & adhere to the course policy regarding the use of power carts—where carts are permitted to travel according to course conditions
- keep pace with the group in front
- repair ball marks and replace divots
- adhere to the course policy regarding the consumption of alcohol and use of marijuana

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.

AMARE COUNTRY CLUB AND BUNCRANA GOLF COURSE RESERVES THE RIGHT TO REVOKE AND/OR TERMINATE THE PLAYING PRIVILEGES OF THE PASSHOLDER SHOULD THEY FAIL TO COMPLY WITH THE COURSE RULES AND REGULATIONS AS OUTLINED HEREIN FAILURE TO COMPLY WITH THE COURSE RULES AND REGULATIONS OF THE CLUB WILL BE ADDRESSED IN THE FOLLOWING MANNER:

- 1ST OFFENSE: THE PASS HOLDER WILL BE VERBALLY WARNED AND A NOTATION PLACED IN THE PASS HOLDERS' FILE
- 2ND OFFENSE: THE PASS HOLDER WILL RECEIVE WRITTEN NOTIFICATION
- 3RD OFFENSE: THE RESERVES THE RIGHT TO:
 - CANCEL ANY OUTSTANDING PASSES AND REFUSE ACCESS TO THE CLUB
 - REFUND THE PASS HOLDER THE ORIGINAL VALUE OF THE PASSES WHEN PURCHASED.

Date: _____

Name of the player/s: _____

Signature: _____

Signature of Guardian (if applicable): _____

By signing above, I agree that I have had sufficient time to review this agreement and have been advised to review it with a lawyer. If I did not do so, it is because I understood the terms of the Club's offer and did not feel that I needed legal advice. I understand and accept the terms of this agreement and am signing it voluntarily and under no duress.