

“LEE GOLF CLUB” 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!

INITIAL

NAME: _____

PHONE: _____

ADDRESS: _____

EMAIL: _____

TO: **LEE GOLF CLUB**, 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;

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.

Date

SIGNATURE OF MEMBER:

SIGNATURE OF WITNESS: