



# Aguasabon Golf Club

## WAIVER AND RELEASE OF LIABILITY - 2023

### **WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY**

Every person MUST read and understand this Waiver and Release before participating in club activities

\_\_\_\_\_  
(Print Last Name)

\_\_\_\_\_  
(Print First Name)

\_\_\_\_\_  
(Contact number)

1. By signing below, I confirm that I am the individual named below, and that I have read and understand this Waiver and Release.
2. I understand that this Waiver and Release is made for the benefit of the Aguasabon Golf Club, and each of its directors, officers, employees, volunteers, coaches, officials, business operators, agents, and site property owners or occupiers (collectively, the “**Organization**”).
3. I understand that there are inherent risks (“**Risks**”) associated with each of the following activities (“**Activities**”):
  - the game of golf,
  - the use of golf equipment and/or power carts, whether rented, or my own,
  - the use of Organization's facilities, and participation in sports, fitness, instruction, food & beverage services, and other activities, services, programs or events provided or organized by the Organization.
4. I am aware that the Risks include, but are not limited to, the potential for serious personal injury, death, or property damage. I understand the Risks may be relative to my own state of fitness and health (including physical, mental and emotional), and to the awareness, care and skill with which I conduct myself.
5. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or other loss resulting from my participation in the above described Activities. I accept these Risks and agree to the terms of this Waiver and Release, even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in the Activities.
6. In addition to consideration given to the Organization for my participation in Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my “**Legal Representatives**”), agree:
  - to waive all claims that I have or may have in the future against the Organization;
  - to release and forever discharge the Organization from all liability for all personal injury, death, property damage or other loss resulting from my participation in Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances) either passive or active, breach of any duty imposed by law, breach of contract or mistake or error of judgement of the Organization;
  - to release and forever discharge the Organization from all liability, including all personal injury, death, property damage or other loss resulting from any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not);

*{continue on reverse}*

- to release and forever discharge the Organization from all liability, including all personal injury, death, property damage or other loss resulting from Coronavirus (COVID-19) including any mutation or variation thereof;
  - to release and forever discharge the Organization from all liability, including all personal injury, death, property damage or other loss resulting from Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority; and
  - to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities of whatever nature or kind arising out of or in any way connected with my, or my guests' participation in Activities.
- 7 I agree that this Waiver and Release and all terms contained within are governed by the laws of the Province in which the Activities occur. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province. Any litigation to enforce this Waiver and Release must be instituted in the Province in which the Activities occur.
- 8 I confirm that I have had sufficient time to read and understand each term in this Waiver and Release in its entirety, and have agreed to the terms freely and voluntarily. I understand that this Agreement is binding on myself, any minors listed below and my Legal Representatives. I also understand that this Agreement is in effect for all Activities throughout 2023. I confirm that I have reached the age of majority in the Province in which the Activities occur or will occur.

Date: May 4, 2023

Golfer (Age 18+) and/or Parent/Guardian:

\_\_\_\_\_ I certify that I am 18 years of age or older (    )  
 (Signature) {check to certify}

Minors (if applicable):

Parent(s) or court-appointed legal guardian(s) must sign for any participating minor(s) [those under 18 years of age]. By signing above the parent or court-appointed legal guardian agrees that they are signing for the minor(s) listed below and agree that they and the minor(s) listed below are subject to all the terms of this document, as set forth above.

\_\_\_\_\_ (Print Minor's Last Name)      \_\_\_\_\_ (Print Minor's First Name)      \_\_\_\_\_ (Date of Birth (MMM/DD/YYYY))

\_\_\_\_\_ (Print Minor's Last Name)      \_\_\_\_\_ (Print Minor's First Name)      \_\_\_\_\_ (Date of Birth (MMM/DD/YYYY))

\_\_\_\_\_ (Print Minor's Last Name)      \_\_\_\_\_ (Print Minor's First Name)      \_\_\_\_\_ (Date of Birth (MMM/DD/YYYY))

\_\_\_\_\_ (Print Minor's Last Name)      \_\_\_\_\_ (Print Minor's First Name)      \_\_\_\_\_ (Date of Birth (MMM/DD/YYYY))