

GLEN LEA GOLF COURSE - 2528887 MANITOBA LTD. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

(hereinafter the "Release Agreement")

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

PLEASE READ CAREFULLY!

Initial _____

RENTAL AGREEMENT

1. I accept full responsibility for the care of the equipment I have rented (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.

In this Release Agreement the term "Golfing" includes use of all Club facilities, including, without limitation, fairways, greens, driving range, restaurants, and parking lots, rental and use of golf equipment and motorized golf carts, 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 agree to assume all risks and hazards of Golfing including but not limited to: slips and falls; being hit by stray golf balls or golf clubs; accidents or collisions involving power 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 GLEN LEA GOLF COURSE - 2528887 MANITOBA LTD and their respective directors, officers, shareholders, employees, instructors, guides, agents, volunteers, independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively "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 of Golfing.

RELEASE OF LIABILITY

I agree to waive any and all claims and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of Golfing 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*, R.S.B.C 1996. c.337 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 of Golfing. I agree that any litigation involving the Releasees shall be brought solely within the Province of MANITOBA and shall be within the exclusive jurisdiction of the Courts of the Province of MANITOBA. I further agree that these conditions and any rights, duties and obligations as between the Releasees and myself shall be governed by and interpreted solely in accordance with the laws of the Province of MANITOBA and no other jurisdiction.

PLEASE SEE GOLFERS' RESPONSIBILITY CODE ON REVERSE FOR INFORMATION ON GOLFING SAFETY

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT ON THIS FORM 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 Witness
Signature	Print Name of Witness

RENTAL INFORMATION

GUEST INFORMATION	Last Name _____	First Name _____	Initial _____
	Telephone () _____	Email _____	
CREDIT CARD GUARANTEE	Type (circle) MC / VISA / AMEX	No. _____	Expiry _____

ARTICLE RENTED	<input type="checkbox"/> Power Cart – Unit # _____	Clerk out _____
	<input type="checkbox"/> Rental Clubs – Set # _____	Clerk in _____
	<input type="checkbox"/> Other _____	

A copy of this Release Agreement may be obtained in the Golf Shop.



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.

- If you have a medical emergency, please call 9-1-1
- IN ACCORDANCE WITH THE LIQUOR GAMING CANNABIS AUTHORITY OF MANITOBA (LGCA) – NO ALCOHOLIC BEVERAGES OTHER THAN THOSE PURCHASED AT THE GOLF COURSE SHALL BE PERMITTED ANYWHERE ON THE PREMISES. Please drink responsibly at all times.
- 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.
- Please observe and obey all golf course signage or GPS notifications (if applicable) at all times.
- A valid driver's license 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 of two people per cart, regardless of age.
- All power carts must observe the 90° Rule.
- A maximum of two rental power carts are allowed per tee time.
- Glen Lea Golf Course reserves the right to assign two single riders with the same tee time to one rental power cart.
- Please do not drive carts on greens, tee boxes or into bunkers.
- Each rental power cart has a maximum daily usage limit of 5.5 hours.
- Singles or twosomes booking during high-demand tee times may be paired with other singles or twosomes.
- The maximum number of golfers allowed per tee time is 4 players. Groups of 5 require special approval in advance. Groups of 6 or larger are not permitted under any circumstances.
- Pace of play is a priority at this facility. For everyone's enjoyment, please adhere to our pace of play reminders.
- 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.
- Please refrain from entering environmentally sensitive areas. These are marked with signage or green top red stakes.
- Please remember the 3 R's – Repair your ball marks, Replace your divots and Rake the bunkers after use.
- Golfers are to yield to maintenance staff.
- All golfers are expected to respect the property and equipment belonging to the golf course. Taking any items without permission is strictly prohibited. Anyone found doing so may have their membership or green fee privileges revoked.
- Respect your fellow golfers and have fun.

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

SIGNATURE: _____

PRINT NAME: _____

DATE (MM/DD/YYYY): _____