

Qualicum Beach Memorial Golf Club, Golfer Release Agreement

Golfer Information (please print):

Name: _____ **Phone:** _____

Address: _____

**ASSUMPTION OF RISKS AND OBLIGATIONS, RELEASE OF LIABILITY
AND WAIVER OF CLAIMS
(the "AGREEMENT")**

**BY ACKNOWLEDGING AND ACCEPTING THIS AGREEMENT YOU
ASSUME CERTAIN RISKS AND OBLIGATIONS AND AGREE TO WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE OR CLAIM COMPENSATION**

Having regard to the COVID-19 Pandemic ("COVID-19"), **The Qualicum Beach Memorial Golf Club** decided to close all operations including the golf course (the "Golf Course").

The Club had decided to re-open only the Golf Course (and not the Clubhouse, Pro Shop and 5th hole washroom) to those golfers that wish to golf at the Golf Course on the condition that they acknowledge and agree to the following terms:

ACKNOWLEDGMENT OF RISK

1. The Golfer acknowledges to and agrees with the Club that the **RISK** associated with attending or using the Golf Course is **CONTRACTING COVID-19**.

ACCEPTANCE OF RISK

2. The Golfer accepts the **RISK OF CONTRACTING COVID-19** by choosing to attend or use the Golf Course.

OBLIGATIONS OF THE GOLFER

3. The Golfer shall be required to strictly abide by any and all policies of the Club concerning the control of COVID-19, including without limitation policies on social distancing (the "Policies").
4. The Golfer is under an obligation to notify the Club if they observe any other Golfer(s) not strictly abiding to the Policies.
5. The Golfer will not attend or use the Golf Course if they are experiencing any symptoms of COVID-19, if they have been in immediate contact with anyone who is experiencing any symptoms of COVID-19 or if they are otherwise under an obligation to self-isolate or remain under quarantine.

ACCEPTANCE OF OBLIGATIONS

6. The Golfer accepts her/his obligations under this Agreement and acknowledges that a breach of these obligations on their part could result in removal from the Golf Course until the COVID-19 Pandemic is declared by BC Health Authorities to be at an end.

WAIVER & RELEASE

7. **The Golfer, hereby waives and releases the Club, its Directors, Officers, managers, contractors and employees of and from any and all claims that the Golfer has or may have in the future for:**
 - (a) **any loss or damage the Golfer may suffer due to contracting COVID-19, including sickness or death, as a result of attending or using the Golf Course; and**
 - (b) **any removal or other discipline imposed on the Golfer by the Club resulting from the Golfer's breach of their obligations under this Agreement.**
8. The Golfer hereby agrees to indemnify the Club, its Directors, officers, managers, contractors and employees for all liability, expense, costs, damages, losses, claims, actions, causes of action incurred or suffered by the Club by reason of the Golfer's breach of this Agreement.

GENERAL

9. If any provision of this Agreement shall be, for any reason, unenforceable, then that provision shall be deemed removed and shall not affect the validity of any remaining provisions.
10. The headings contained in this Agreement are for convenience only and do not limit the scope or intent of this Agreement.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
12. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

The Golfer has read this Agreement, fully understands the contents and the Golfer agrees to be bound by its terms. The Golfer and everyone in the Golfer's party is over the age of 19. The Golfer understands that they have given up substantial legal rights by acknowledging and agreeing to this Agreement.

Print Name

Signature

Date (dd/mm/year)

Please ensure you complete the Golfer Information at the top of page 1 before submitting your signed waiver.

Note: Playing without a signed waiver comes with the risk of suspension