

**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

DO NOT SIGN UNLESS YOU UNDERSTAND THE AGREEMENT

Having regard to the COVID-19 Pandemic (“COVID-19”), **The Pender Island Golf Club** decided to close all operations including the golf course (the “Golf Course”), other than the pick-up of restaurant foods.

The Club has decided to re-open only the Golf Course (and not the Clubhouse, Pro Shop, Putting Green or Practice Net) to those Players that wish to golf at the Golf Course on the condition that the Players acknowledge and agree to the following terms:

ACKNOWLEDGMENT OF RISK

1. The Players acknowledge 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 Players accept the **RISK OF CONTRACTING COVID-19** by choosing to attend or use the Golf Course.

OBLIGATIONS OF THE PLAYERS

3. The Players 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 Players are under obligation to notify the Club if they observe any other Players not strictly abiding to the Policies.
5. The Players 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 Players accept their obligations under this Agreement and acknowledges that a breach of these obligations on their part could result in suspension of all their golf privileges at the Golf Course until the COVID-19 Pandemic is declared by BC Health Authorities to be at an end.

WAIVER & RELEASE

7. The Players hereby waive and release the Club, its Directors, Officers, managers, contractors and employees of and from any and all claims that the Players have or may have in the future for:
 - (a) any loss or damage the Players may suffer due to contracting COVID-19, including sickness or death, as a result of attending or using the Golf Course; and

(b) any suspension or other discipline imposed on the Players by the Club resulting from the Member's breach of their obligations under this Agreement.

GENERAL

8. 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.
9. The headings contained in this Agreement are for convenience only and do not limit the scope or intent of this Agreement.
10. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
11. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

The Players have read this Agreement, fully understand the contents and agree to be bound by its terms. The Players understand that they have given up substantial legal rights by acknowledging and agreeing to this Agreement.

Agreement is signed this date: _____

NAME: _____
(please print)

PLAYER ACKNOWLEDGEMENT "SIGNATURE: **'Click box'**