

DRAFT (for discussion purposes.)

SPORTS ACTIVITY WAIVER

[This sample “Waiver” has been copied from the forms provided by a National Sports Federation for use by sporting associations and their member sports clubs across Canada. Members of these sport related clubs and facilities routinely sign these waiver forms as part of their membership and/or membership renewal applications. In order to control future liability insurance costs it is strongly recommended that golf clubs implement this practice.]

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

For participants over the age of majority in the Province or Territory in which Activities are provided by the Organization

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

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

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by me (the “Member”) with and for the benefit of: _____ Golf & Country Club, its directors, officers, employees, volunteers, coaches, officials, business operators, agents, and site property owners or Occupiers (the “Organization”). Occupiers is defined in accordance with the definition of Occupiers contained in the Occupier’s Liability legislation of the applicable Province or Territory in which Activities are provided by the Organization.

1. “Activities” includes but is not limited to sports, fitness, functions, instruction, use of the facilities, participation in programs, and services provided to the Member by the Organization.
2. I am aware that there are inherent and significant risks (“Risks”) associated with participation in the Activities. I am aware that those Risks include but are not limited to the potential for serious personal injury caused by any event or any condition of the facility or equipment and health risks. I understand the risks may be relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in the Activities.
3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Activities. I agree that although the Organization has taken steps to reduce the Risks and increase safety of the Activities, it is not possible for the Organization to make the Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty or care or any obligation to me in my participation in Activities.
4. I confirm that I have reached the age of majority in the province or territory in which I am participating in Activities.
5. 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 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), breach of any duty imposed by law, breach of contract or mistake or error of judgement of the Organization; 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 whatsoever nature or kind arising out of or in any way connected with my, or my guests' participation in Activities.
6. I agree that this waiver and all terms contained within are governed by the laws of the Province or territory in Canada in which the Activities are provided to me by the Organization. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory. Any litigation to enforce this waiver must be instituted in the Province or Territory in which the Activities are provided by the Organization.
7. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.

Member Name: _____

Address: _____

Signature: _____

Witness: _____

This _____ day of _____ 20 _____