

## KANEFFGOLF ACADEMY LIABILITY FORM

To: Kaneff Properties Limited and its subsidiaries, affiliates and related companies (“Kaneff”)

In consideration of personally being allowed to participate in a KaneffGolf Academy and/or instructional clinic (“clinic”) and/or other events and activities, I, the undersigned acknowledge and agree that:

1. I acknowledge that the inherent risks of injury, including serious injury, associated with the activities involved in the clinic and that such risks are always present due to the nature of golf.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation in the clinic and any related activities.
3. I willingly agree to comply with Kaneff’s policies and procedures (as amended from time to time) and with the clinic’s terms and conditions.
4. I have provided, in writing to Kaneff, any and all allergies (food or otherwise) and medical conditions from which I suffer and confirm that such allergies or medical conditions are not of such a nature that my participation in the clinic will adversely impact my health.
5. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Kaneff and its respective agents, volunteers, employees, officers, directors, officials, other participants, sponsoring agencies, sponsors, advertisers and applicable owners (“Releasees”) from and against any and all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, howsoever caused, including (without limitation) arising or to arise by reason of (i) my attendance at the facilities operated by Kaneff or attendance at the clinic or other events and activities, organized in whole or in part by Kaneff whether as a spectator, participant competitor, or otherwise, whether prior to, during or subsequent to the said attendance and notwithstanding any such claim hereby agree not to make any claims or take any proceedings whatsoever with respect to and of the matters herein before released against any individual or corporation who might claim contribution or indemnity pursuant to the provisions of any statute or otherwise from Kaneff and its respective employees, officers, directors, shareholders, agents, representatives, successors and assigns, (ii) negligence (gross failure to use such care as a reasonably prudent and careful person would use under similar circumstances), (iii) breach of any duty imposed by law or in equity, (iv) breach of contract or (v) mistake or error of judgment of Kaneff.
6. I agree that this waiver and all terms contained within are governed by the laws of the Province of Ontario. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province. Any litigation to enforce this waiver must be instituted in the Province of Ontario.

I AGREE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO AND HAVE READ, IN ITS ENTIRETY, THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK STATEMENT AND FURTHER FULLY UNDERSTAND THE TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_