

## KANEFFGOLF JUNIOR GOLF ACADEMY LIABILITY FORM

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

In consideration of my child \_\_\_\_\_ (“child”) being allowed to participate in a KaneffGolf Academy Junior Summer Camp and/or instructional clinic (“camp/clinic”) and/or other events and activities, I, the undersigned acknowledge and agree that:

1. I am the child’s parent or legal guardian and have authority to sign this waiver of liability on behalf of the child.
2. I acknowledge that the inherent risks of injury, including serious injury, associated with the activities involved in the camp/clinic and that such risks are always present due to the nature of golf.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my child’s participation in the camp/clinic and any related activities.
4. I willingly agree to comply with Kaneff’s policies and procedures (as amended from time to time) and with the camp’s/clinic’s terms and conditions for my child’s participation.
5. I have provided, in writing to Kaneff, any and all allergies (food or otherwise) and medical conditions from which my child suffers and confirm that such allergies or medical conditions are not of such a nature that participation in the camp/clinic will adversely impact my child’s health.
6. I, for myself, my child 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) attendance at the facilities operated by Kaneff or attendance at the camp/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.
7. 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: \_\_\_\_\_