



RENTAL AGREEMENT

1. I accept full responsibility for the care of the equipment (GOLF BUGGY) and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
2. I am familiar with the proper use of the Equipment. I understand that the staff is able to answer questions I may have as to the proper use of the Equipment.

In this Release Agreement the term "Golfing" includes use of all Crescent Head Retreat facilities, including, without limitation, fairways, greens, rental and use of golf equipment and motorized golf carts, and all other activities including involvement as a participant or spectator at the Crescent Head Retreat.

ASSUMPTION OF RISKS

I agree to assume all risks and hazards of Golfing including but not limited to: slips and falls; being hit by stray golf balls or golf clubs; accidents or collisions involving power carts; lightning strikes; encounters with domestic or wild animals; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and negligence on the part of "[Crescent Head Retreat PTY LTD]" and their respective directors, officers, shareholders, employees, instructors, guides, agents, volunteers, independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively "the Releases"). I understand that negligence includes failure on the part of the Releases to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of Golfing.

RELEASE OF LIABILITY

I agree to waive any and all claims and to release the Releases from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of Golfing due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C 1996. c.337 on the part of the Releases. I understand that negligence includes failure on the part of the Releases to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of Golfing. I agree that any litigation involving the Releases shall be brought solely within the Australia and shall be within the exclusive jurisdiction of the Courts of Australia. I further agree that these conditions and any rights, duties and obligations as between the Releases and myself shall be governed by and interpreted solely in accordance with the laws of Australia and no other jurisdiction.

PLEASE SEE GOLFERS' RESPONSIBILITY CODE ON GOLFING SAFETY

**"Crescent Head Retreat PTY LTD" RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT
(hereinafter the "Release Agreement")**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT ON THIS FORM AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Date	Signature of Witness
Signature	Print Name of Witness