

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(referred to as the “Agreement”)

PLEASE READ CAREFULLY!

**BY SIGNING THIS DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE, CLAIM DAMAGES OR SEEK COMPENSATION FOLLOWING AN ACCIDENT OR INCIDENT**

1. Defined Terms

In this Agreement:

- (a) “**Event**” means the Edson Oilmen’s Golf Tournament event, currently scheduled to run from May 23, 2024 to May 25, 2024 at the Event Facilities;
- (b) “**Event Facilities**” means the Edson Golf Club (3905B Golf Course Rd, Edson, AB) and the Edson Royal Canadian Legion #51 (5016 5 Ave, Edson, AB), together with any structures and surrounding grounds that are used in connection with the Event;
- (c) “**Event Operators**” or “**EVENT OPERATORS**” means:
 - (i) the Oilmen and the individuals who constitute, participate in, volunteer with and/or direct the affairs of, the Oilmen, including, but not limited to: Neil Devolder, Zackary Donkin, Craig Materi, Riley Hellekson, Ryon Cole, Daniel Stuve, Darren Switzer, Derek Starnes, Michael Richer, Daniel Scott, Ryan Spencer, Scott Munkler, Jesse Radcliffe;
 - (ii) directors, officers, employees, agents, contractors, suppliers, representatives, volunteers, successors, and assigns of the Oilmen and the individuals referred to in subsection (i); and
 - (iii) other individuals or entities involved in the organization and operation of the Event, including, but not limited to, Event sponsors and the Event Facilities’ operators, together with their directors, officers, employees, agents, contractors, suppliers, representatives, volunteers, successors and assigns; and
- (d) “**Oilmen**” means the unincorporated group, association or organization commonly known as the Edson Oilmen’s Golf Tournament that has organized the Event and prior iterations of the Event.

2. Assumption of Risks

I, the participant named below, understand and acknowledge that my attendance at the Event Facilities, and my participation in the Event and any related activities, involves risks, dangers and hazards that may cause or contribute to personal injury, death, property loss or damages. These risks, dangers and hazards include, but are not limited to:

PARTICIPANT INITIAL HERE:

- (a) risks, dangers and hazards related to, or associated with, golfing, which may include, but are not limited to: being struck by golf balls, golf clubs or other equipment; injuries suffered in the course of golfing; golf carts colliding, overturning or malfunctioning; contact or collision with other persons; contact or collision with natural or manmade objects, including equipment, structures, vegetation, water hazards and landscaping; slips, trips and falls; uneven or unpredictable terrain; variable, dangerous or unpredictable weather or conditions, including lightning; and my lack of knowledge of, or preparedness or fitness for, the sport of golf;
- (b) risks, dangers and hazards related to, or associated with, other activities carried on during the Event, including, but not limited to, golf-related games, contests and challenges (such as target shot/glass breaking and other similar contests) and non-golf-related games and activities (such as dunk tanks and other similar activities);

- (c) risks, dangers and hazards related to, or associated with, the consumption or overconsumption of alcohol or other intoxicating substances by myself or other persons present at the Event or Event Facilities, or travelling to/from the Event Facilities, including, but not limited to, alcohol or drug toxicity and acts or omissions, of any kind, caused or contributed to by intoxication;
- (d) risks, dangers and hazards, related to, or associated with, my travel to and from the Event Facilities on vehicles arranged by, paid for by or operated on behalf of the Event Operators;
- (e) disease or illness resulting from any cause whatsoever, including, but not limited to, consumption of food and drink at the Event Facilities and proximity to other persons attending the Event or present at the Event Facilities;
- (f) my own acts, omissions or negligence;
- (g) the acts, omission or negligence of any other person present at the Event or Event Facilities; and
- (h) **ANY FORM OF NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE EVENT OPERATORS.**

PARTICIPANT INITIAL HERE:

I FREELY ACCEPT AND ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY LOSS OR DAMAGES RESULTING THEREFROM.

3. Release of Liability, Waiver of Claims and Indemnity

In consideration of being permitted to participate in the Event and be present at the Event Facilities, I, the participant named below, AGREE AS FOLLOWS:

- (a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the **EVENT OPERATORS**, and to **RELEASE** the **EVENT OPERATORS** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin or legal representatives may suffer as a result of my attendance at the Event Facilities, or my participation in the Event and any related activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE EVENT OPERATORS, INCLUDING ANY DUTY OF CARE OWED UNDER APPLICABLE OCCUPIERS' LIABILITY LEGISLATION;**

PARTICIPANT INITIAL HERE:

- (b) **TO HOLD HARMLESS AND INDEMNIFY** the Event Operators from and against any actions, claims, liabilities, expenses and costs (including, without restriction, legal costs on a solicitor-client full indemnity basis), including as a result of any property damage, personal injury or expense to a third party, resulting from my attendance at the Event Facilities, or my participation in the Event and any related activities;
- (c) THAT THIS AGREEMENT will be effective and binding upon myself as well as my heirs, next of kin, executors, administrators and assigns; and
- (d) THAT THIS AGREEMENT and any rights, duties and obligations as between the parties to this Agreement shall be governed by the laws of the Province of Alberta, and that any litigation will be brought solely within the courts of the Province of Alberta.

I, the participant named below, have read this Agreement and fully understand its terms. I understand that I have given up substantial legal rights by signing it, including the right to sue in the event of an accident or incident. I sign it freely and voluntarily without any inducement.

Participant – Print Full Name _____

Signature of Participant _____

Date _____