

**MAYFIELD GOLF COURSE INCORPORATED PUNCHPASS WAIVER & PARTICIPATION AGREEMENT**

(hereinafter the "Participation & Waiver Agreement")

**BY SIGNING THIS RELEASE AGREEMENT AGREE TO THE FOLLOWING TERMS AND CONDITIONS:  
A PARENT OR LEGAL GUARDIAN MUST ACCEPT ON BEHALF OF CHILD UNDER 18 YEARS OF AGE.**

**PLEASE READ CAREFULLY!**

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**SECTION 1: PUNCHPASS HOLDER REGISTRATION INFORMATION**

**REGISTRATION NUMBER:**

Name	Last	First	Initial	Phone
	Address		City	Prov./State
	Street	Postal Code		E-mail
				Birthdate / / / /

**SECTION 1.1 PASSES ON ACCOUNT – SEE ATTACHED (STATEMENT OF ACCOUNT) SCHEDULE B**

**SECTION 2: RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY**

**TO: MAYFIELD GOLF COURSE INCORPORATED AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, INSTRUCTORS, GUIDES, AGENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SPONSORS, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE RELEASEES").**

**DEFINITION**

IN THIS RELEASE AGREEMENT THE TERM "GOLFING" INCLUDES USE OF ALL CLUB FACILITIES, INCLUDING, WITHOUT LIMITATION, FAIRWAYS, GREENS, DRIVING RANGE, RESTAURANTS, PARKING LOTS ("THE FACILITIES") AND RENTAL AND USE OF GOLF EQUIPMENT AND POWER CARTS ("THE EQUIPMENT") AND ALL OTHER ACTIVITIES INCLUDING INVOLVEMENT AS A PARTICIPANT OR SPECTATOR AT GROUP EVENTS, CLINICS, LESSONS, TOURNAMENTS AND COMPETITIONS WHICH TAKE PLACE AT THE CLUB.

**ASSUMPTION OF RISKS**

**I AM AWARE THAT GOLFING INVOLVES MANY RISKS, DANGERS AND HAZARDS INCLUDING, BUT NOT LIMITED TO SLIPS AND FALLS; BEING HIT BY STRAY GOLF BALLS OR GOLF CLUBS; ACCIDENTS OR COLLISIONS INVOLVING MOTORIZED GOLF 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 THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE**

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**TERM**

**I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT AND APPLY EVERY TIME PARTICIPANT ENGAGES IN GOLFING ON GOLF FACILITY PREMISES, WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH SEASON OR YEAR UNTIL A NEW RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS IS EXECUTED BY OR ON BEHALF OF ME OR PARTICIPANT, AS REQUIRED BY GOLF FACILITY OWNERS AND OPERATORS.**

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**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS & HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT. RENTAL EQUIPMENT AGREEMENT**

- I ACCEPT FULL RESPONSIBILITY FOR THE CARE OF ANY POWER CART OR RENTAL CLUBS THAT I USE (THE "EQUIPMENT") 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.
- I AM FAMILIAR WITH THE PROPER USE OF THE EQUIPMENT. I UNDERSTAND THAT THE RENTAL STAFF IS ABLE TO ANSWER QUESTIONS I MAY HAVE AS TO THE PROPER USE OF THE EQUIPMENT.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

IN CONSIDERATION OF THE RELEASEES PERMITTING MY USE OF THE FACILITIES OR RENTAL OF THE EQUIPMENT, I HEREBY AGREE AS FOLLOWS:

**3. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have, or that Participant has or may in the future have, against the GOLF COURSE OWNERS AND OPERATORS and Mayfield Golf Course Inc., and each of their parent, subsidiary and affiliated entities and their respective directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as 'THE RELEASEES'), and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I/Participant may suffer, or that my/Participant's next of kin may suffer resulting from either my/Participant's use of or my/Participant's, presence on the Facilities or travel beyond the course boundary, 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**, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME/PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF GOLFING REFERRED

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- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO OR LOSS OF PROPERTY OF OR PERSONAL INJURY TO ANY THIRD PARTY;
- THIS RELEASE AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES, IN THE EVENT OF MY DEATH OR INCAPACITY;

**THIS RELEASE AGREEMENT AND ANY RIGHTS, DUTIES AND OBLIGATIONS AS BETWEEN THE PARTIES TO THIS RELEASE AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED SOLELY IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND NO OTHER JURISDICTION; AND ANY LITIGATION INVOLVING THE PARTIES TO THIS RELEASE AGREEMENT SHALL BE BROUGHT SOLELY WITHIN THE PROVINCE OF ONTARIO AND SHALL BE WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO.**

## SECTION 3.0 DEFINITIONS

For purposes of this Agreement, the following terms and definitions are used as follows:

- 3.1. A PunchPass Holder (herein Pass Holder) shall mean the person identified in Section 1.0 of this Participation Agreement
- 3.2. A PunchPass Holder may possess either an Electronic PunchPass and/or a Paper PunchPass Card
- 3.3. An Electronic PunchPass is defined as:
  - 3.3.1.1. A presold green fee and/or rental fee for a motorised cart.
  - 3.3.1.2. A PunchPass that is sold in any quantity 39 or greater
  - 3.3.1.3. A PunchPass that is sold and redeemed electronically through the PunchPass Accounting System
  - 3.3.1.4. All Electronic PunchPasses correspond to an PunchPass Holder account with the following information:
    - 3.3.1.5. Contact information
    - 3.3.1.6. Player Category
    - 3.3.1.7. Pass Playing Zone
    - 3.3.1.8. Quantity of Passes
    - 3.3.1.9. Expiry Date of Passes.
  - 3.3.2. Electronic PunchPasses are not Transferrable
  - 3.3.3. A maximum of 25% of the total Electronic PunchPasses passes purchased in one season can be carried to the next season.
- 3.4. A Paper PunchPass is defined as:
  - 3.4.1.1. A presold green fee and/or rental fee for a motorised cart.
  - 3.4.1.2. A physical paper punch card
  - 3.4.1.3. A PunchPass that is sold in Quantities less than 40
  - 3.4.1.4. A PunchPass that is only sold through the reception at the Golf Course.
  - 3.4.1.5. A Paper PunchPass Card that contain the following information:
    - 3.4.2. Registration number corresponding to a specific purchaser's information
      - 3.4.2.1. Player Category
      - 3.4.2.2. Pass Playing Zone
      - 3.4.2.3. Quantity of Passes
      - 3.4.2.4. Expiry Date of Passes.
    - 3.4.3. Paper PunchPass Cards can be used for up to four (4) fees at one time
    - 3.4.4. Mayfield Golf Club is not responsible for any lost or stolen PunchPass Cards.
- 3.5. A PunchPass Player Category shall mean a specific age group of the Pass Holder. The categories are defined as follows:
  - 3.5.1. Adult Pass Holders (Ages 18 & Older)
  - 3.5.2. Junior Pass Holders (Ages 12 and Younger)
  - 3.5.3. Student Pass Holders (Ages 13 & Older + Valid ID)
- 3.6. A PunchPass Playing-Zone Category shall mean a specific day of the week and/or time of day. The categories are defined as follows:
  - 3.6.1. Weekday's Morning (before 10:30 am)
  - 3.6.2. Weekday Midday (After 10:30 am)
  - 3.6.3. Anytime Twilight (After 1:30 pm)
  - 3.6.4. Anytime 9 Holes (When a 9 hole course is available)
  - 3.6.5. Weekend Early Bird/Midday (Before
  - 3.6.6. Weekend Morning
- 3.7. A Punch Pass Player Category Upgrade Fee shall mean the fee that may be charged to the Pass Holder when redeeming a PunchPass in a different Player Category for which the PunchPass was issued.
- 3.8. A Punch Pass Playing-Zone Upgrade Fee shall mean the fee that may be charged to the Pass Holder when redeeming a PunchPass in a different Playing-Zone Category for which the PunchPass was issued.

## SECTION 4.0 TERMS AND CONDITIONS

IN CONSIDERATION OF Mayfield Golf Course Inc. (herein Mayfield Golf Club) and in accepting this application for a PunchPass Card, I (the undersigned) hereby agree to be bound by the following terms and conditions:

### SIGNING ON BEHALF OF FAMILY MEMBERS

**I UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT ON BEHALF OF A PARTICIPANT OTHER THAN MYSELF, I WARRANT THAT I AM ENTITLED TO EXECUTE THIS AGREEMENT AS THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, AND/OR I HAVE THE EXPRESS AUTHORITY AND PERMISSION FROM PARTICIPANT TO ACCEPT THE TERMS OF THIS AGREEMENT ON HIS OR HER BEHALF, AND THAT I AM RESPONSIBLE FOR ANY CLAIMS BROUGHT BY PARTICIPANT, AS FURTHER SET FORTH HEREIN.**

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- 4.1. Mayfield Golf Course Inc. Golf Facilities will operate daily, weather permitting, commencing April 15, 2019 through to November 15, 2019. The Course will be available for play at the discretion of management. There may be times when golf carts will not be permitted.
- 4.2. All PunchPass holders are required to personally execute a Release of Liability Agreement in order to finalise their pass purchase. If the pass is not purchased electronically via the website, the Release of Liability must be completed prior to checking into the Clubhouse prior to their first game. A parent or legal guardian must execute the Release of Liability for pass holders under 18 years of age
- 4.3. Mayfield Golf Club is under no obligation to refund or extend the expiry dates of any Electronic PunchPasses or Paper PunchPass Cards except as outlined in the terms of this agreement.
- 4.4. A PunchPass Holder and their guests are required to comply with a Course Rules and Regulations Governing play, including:
  - 4.4.1. Booking a tee time and check in prior each time they play
  - 4.4.2. Allowing course officials to pair groups when necessary
  - 4.4.3. Following the course direction as set by course officials
  - 4.4.4. Adhering to the course policy regarding where power carts are permitted to travel according to course conditions
  - 4.4.5. Keeping pace with the groups in front
  - 4.4.6. Repairing ball marks and replacing divots
  - 4.4.7. Adhering to the course policy regarding the Consumption of Alcohol

- 4.5. It is the responsibility of the Pass Holder to verify the following information prior to booking a tee time:
- 4.5.1. When a pass may be used. Passes used in a different Playing-Zone than they were intended, are subject to an upgrade fee. Information regarding Upgrade Fees are posted herein (Schedule 4.5.a), and on the on the website at [www.mayfieldgolfclub.com](http://www.mayfieldgolfclub.com).
- 4.5.2. There is no compensations for a PunchPass that is used in Playing-Zone of lesser value
- 4.5.3. For whom a pass is permitted to be used. Passes used in a different Player Pass Category for what they were intended, are subject to an upgrade fee. Information regarding Player Category Upgrade Fees are posted on the website at [www.mayfieldgolfclub.com](http://www.mayfieldgolfclub.com). There is no compensations for a PunchPass that is used for a Player Category of lesser value

**SCHEDULE 4.5 A: PLAYING ZONE USE & UPGRADE FEES**

Playing Zone Use & Upgrade Fees	Weekday Playing Zones				Weekend Playing Zones			
	Before 8:30am	After 8:30am	After 10:30am	After 1:30pm	Before 8:30am	After 8:30am	After 10:30am	After 1:30pm
Weekday Morning Pass	Yes	Yes	Yes	Yes	\$25.00	\$30.00	\$25.00	Yes
Weekday Midday Pass	\$10.00	\$15.00	Yes	Yes	\$35.00	\$40.00	\$35.00	\$15.00
Twilight Anytime Pass	\$20.00	\$25.00	\$20.00	Yes	\$45.00	\$50.00	\$45.00	Yes
9 Hole (When Available) Pass	\$35.00	\$40.00	\$35.00	\$15.00	\$60.00	\$65.00	\$60.00	\$15.00
Weekend Early Bird Pass	Yes	Yes	Yes	Yes	Yes	\$20.00	Yes	Yes
Weekend Morning Pass	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Weekend Midday Pass	Yes	Yes	Yes	Yes	Yes	\$20.00	Yes	Yes

**SCHEDULE 4.5 B: PLAYER CATEGORIES & UPGRADE FEES**

PunchPass Player Category	When Using	When Using	When Using
Upgrade Fees	Adult Pass	Student Pass	Junior Pass
Adult (Ages 18 & Older)	\$0.00	\$10.00	\$15.00
Student (Ages 13 & Older + Valid ID)	\$0.00	\$0.00	\$5.00
Junior (Ages 12 and younger)	\$0.00	\$0.00	\$0.00

**I UNDERSTAND AND ACCEPT THE ASSOCIATED UPGRADE FEES AS OUTLINED IN SCHEDULE 4.5 A & 4.5 B**

- 4.6. A PunchPass Holder who makes a reservation will be responsible for any no shows as part of their group. Mayfield Golf Course Inc. reserves the right to the full value of the tee time or an equivalent valued pass. Any cancellations and/or modifications to a tee time reservation must be done through the Mayfield Golf Course Inc. Call Centre: 905.843.1626 no less than 24 hours in advance.
- 4.7. Mayfield Golf Course Inc. will not grant additional rounds for slow play or if the round is affected by weather.
- 4.8. Use of golf cart requires a valid G2 or G driver's license to operate.
- 4.9. The PunchPass Holder agrees that he or she will not teach golf for remuneration on property owned or controlled by Mayfield Golf Course Inc.
- 4.10. Mayfield Golf Course Inc. will not be responsible for any lost or stolen equipment or belongings.
- 4.11. Mayfield Golf Course Inc. is not responsible for any lost or stolen Paper PunchPass Cards.
- 4.12. The Expiry date of Passes is clearly printed on the front of a PunchPass card.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT 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 Pass Holder

Signature of Witness
Print name of Witness

Date
Signature of Parent or Guardian