



WELCOME & THANKS FOR GOLFING WITH US TODAY!

Prior to driving a golf cart or a golf bike, this Agreement must be read carefully and signed.

Thank you and enjoy a safe and damage-free round.

AGREEMENT

GOLF CART / GOLF BIKE / RENTAL / DAMAGE WAIVER

ADULT 18+

THIS AGREEMENT COVERS ASSUMPTION OF RISKS, RELEASE OF LIABILITIES, WAIVER OF CLAIMS & RENTAL AGREEMENT TERMS (the "Agreement"). BY SIGNING THIS DOCUMENT YOU WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE COURSE, CLUBHOUSE, NEIGHBOURING PERSONS AND PROPERTIES, GOLF CARTS and GOLF BIKES AND WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

OVERVIEW: In this Agreement the term "Golfing" includes use of any of the facilities at Springbank Links Golf Course Ltd. (the "Club"), including, without limitation, fairways, greens, driving range, restaurants, parking lots, roadways, pathways, courts, rental and use of golf equipment and motorized (electric or gas) golf carts ("Carts") or electric Finn Golf Cycles ("Bikes") and all other activities including involvement as a participant, visitor or spectator at events, activities, clinics, lessons, tournaments and competitions which take place at the Club.

1. **ASSUMPTION OF RISKS:** I agree to assume all risks and hazards of Golfing of whatsoever kind, including but not limited to: accidents or collisions involving Carts or Bikes; driving a Cart or Bike against the direction of play or areas marked one-way or wrong way; any other driver of my Cart or Bike (whether or not they are unauthorized or underage), slips and falls; being hit by stray golf balls or golf clubs; lightning strikes; encounters with domestic or wild animals; failure to act safely or within one's own ability or to stay within designated areas; partial negligence of other persons, or on the part of the Club; and their associated companies, and their respective directors, officers, shareholders, employees, instructors, guides, agents, volunteers, contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively "the Releasees"). I understand that partial negligence includes the potential failure on the part of the Releasees to protect me from all the risks of Golfing.
2. **RELEASE OF LIABILITY AND WAIVER OF CLAIMS:** I agree to waive any and all claims and to release the Releasees 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.A. 2000, c.0-4 on the part of the Releasees. I agree that any litigation involving the Releasees shall be brought solely within the exclusive jurisdiction of the Courts of the Province of Alberta. I further agree that these conditions and any rights, duties and obligations as between the Releasees and myself shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction.
3. **BINDING AGREEMENT:** I HAVE READ AND UNDERSTAND THIS AGREEMENT ON THIS FORM AND I AM AWARE THAT BY SIGNING THIS 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.

4. **RENTAL:** I agree and represent that I am 18 years of age or older and possess a current FULL CLASS 5 ALBERTA DRIVER'S LICENSE (non-GDL) or the equivalent unrestricted license from outside Alberta.

I ALSO AGREE:

- i. I am responsible for any damage to, or caused by, my rented Cart or Bike, or anyone who drives it, whether authorized or unauthorized.
- ii. A Cart or Bike shall not be operated if impaired from consuming alcohol, cannabis or any other drug.
- iii. A Bike shall only travel on holes #10-18 (the Back 9). A Bike shall not be driven on the Front 9 (holes #1-9), the parking lot or roadways or off the Club's property.
- iv. I authorize the Club to use my credit card on file, or below, or a relevant credit card, such as the one used to book my round of golf at the Club for any damages caused to, or caused by, my rented Cart or Bike having regard to the current published Repair Cost List on the Club's website for replacement cost(s), time and labor.
- v. I agree to comply with directional signage.
- vi. I am familiar with the proper and safe use of a rented Cart or Bike. I understand that Club staff are able to answer any questions I may have regarding the proper use of a rented Cart or Bike.

5. **PREVIOUS DAMAGE:** I AGREE A RENTED CART OR BIKE MUST BE RETURNED IN THE SAME CONDITION AS IT GOES OUT IN AND I MAY TAKE PHOTOS WITH MY PERSONAL DEVICE OF ALL ANGLES OF THE RENTED CART OR BIKE PRIOR TO USE. I WILL NOTIFY STAFF OF ANY PREVIOUS DAMAGE THAT MAY EXIST PRIOR TO USE.

CHECK IF A MEMBER

CHECK TO USE THE RELEVANT CREDIT CARD ON FILE, OR COMPLETE:

NAME ON CREDIT CARD:		
TYPE OF CARD (circle): MC / VISA / AMEX:		
CREDIT CARD # _____	EXPIRY: ____ / ____	CVC: ____

CART # _____, or	BIKE COLOR: _____	STAFF INITIAL _____
DATE RENTED: _____, 2025		

I agree to the terms of this Agreement.

Name (print) & Signature :

Agreed to by:

KEVIN HEISE
GENERAL MANAGER | SPRINGBANK LINKS GOLF COURSE LTD.