

Bear Mountain Golf & Tennis Resort
Release of Liability, Waiver of Claims and Assumption of Risk Agreement
(hereinafter the "Release Agreement")

Please Read Carefully

By signing below, you as registrant (the "Registrant") understand and accept that you are using the Ecoasis Resort and Golf LLP, doing business as Bear Mountain Golf & Tennis Resort (collectively the "Resort"), facilities and equipment (the "Resort Facilities") to play golf or tennis at your own risk and that you hereby expressly waive any claim of any nature against the Resort and its affiliated companies, its' directors, officers, shareholders, employees, contractors, agents, instructors, volunteers, sponsors, assigns and successors thereof (hereinafter collectively the "Releasees").

You as Registrant acknowledge your awareness and agreement that the sport of golf or tennis, including the operation of a motorized cart, is dangerous and involves risk of bodily injury, death and/or property damage and that this Release Agreement is a release of liability, waiver of claim and assumption of risk and that by signing this Release Agreement, you waive certain legal rights which you or your heirs, next of kin, executors, administrators or assigns may have against the Resort and the Releasees. You further acknowledge responsibility for damage to all non-Resort property resulting from the Registrant's play of golf or tennis.

The term herein to play golf or tennis refers to the play or practise of golf or tennis at the Resort and all other related activities including involvement as a participant or spectator at group events, lessons, tournaments and competitions. The term Resort Facilities includes, without limitation, golf course fairways or greens, tennis courts, practice facilities, lounge areas, lockers rooms, parking lots and equipment, including tennis ball machines and motorized carts.

You as Registrant expressly acknowledge that to operate a Resort motorized cart, you must be at least 16 years of age, hold a valid drivers license, are certain of your own capability to operate the motorized cart, and will operate the motorized cart and other Resort equipment at all times in a safe and responsible manner. You agree you will not allow or authorize any other person to operate a motorized cart, and that you accept full responsibility for the care of the motorized cart and other Resort equipment and to return the motorized cart or Resort equipment in the condition in which it was received. To operate a Resort motorized cart, you as Registrant must have a credit card on file with the Resort. You agree to authorize the Resort to charge the credit card on file for the costs of any repairs or damage, excessive cleaning or other charges or losses, as determined at the Resort's discretion, as a result of the Registrant's use or failure to return the motorized cart or other Resort equipment in the condition in which it was received. You as Registrant agree to pay full retail value for the motorized cart or other Resort equipment that is not returned by the end of the agreed date.

In consideration of being able to play golf or tennis at the Resort, you as Registrant do for yourself, your heirs, executors, administrators or assigns, hereby release and forever discharge the Resort and the Releasees of and from any and every liability, loss, claim, demand, action, right of action, of whatsoever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting from any accident or activities which may occur from your play of golf or tennis and use of the Resort Facilities, whether by negligence or otherwise, including any claims whatsoever associated with the Coronavirus or COVID-19. You further agree that the conditions of this Release Agreement and any rights, duties and obligations between the Resort and you as Registrant, shall be governed by and interpreted solely in accordance with the laws of British Columbia.

With your signature below, you the Registrant acknowledge that you have read, understand and agree to the foregoing terms and conditions of this Release Agreement this _____ day of _____ 20____ at the City of Langford, British Columbia.

Print name of Registrant

Print name of Witness

Signature of Registrant

Signature of Witness

