

WAIVER AND RELEASE FORM

Springfield Farm's Gunpowder Golf & Country Club Disc Golf Course (known as and including all of Springfield Farm in this document) is located at 18709 County Road 25, Apple Hill ON, Canada K0C 1B0.

I, the undersigned, recognize that entering onto the Springfield Farm property inclusive of the disc golf course thereat (the "Property") exposes me and/or those below the age of eighteen (18) under my custody, care, and supervision ("Minor") to potentially harmful hazards, risks, and dangers including, but not limited to: flying discs, sharp branches and sticks on the ground and on the trees, uneven and varied terrain, and domestic and wild animals, including stinging insects. I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING ONTO THE PROPERTY OR PERMITTING THOSE UNDER MY CUSTODY, CARE, OR SUPERVISION TO ENTER ONTO THE PROPERTY. I ACCEPT AND ASSUME ANY AND ALL RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE OF MYSELF OR THOSE UNDER MY CUSTODY, CARE, OR SUPERVISION.

As a condition of and in consideration of Springfield Farm permitting my or my Minor's use and/or visit to the Property, I, on behalf of myself and those under my custody, care, and supervision, fully and completely release and discharge Springfield Farm, its owners, ARD RI PRODUCTIONS INC., inclusive of its directors, officers, employees, and agents, as well as their family members and Springfield Farm's sponsors, volunteers, and contractors (henceforth known as the Indemnitees) from any and all liability, loss, damages, claims, penalties, fines, expenses, and obligations of any kind or nature whatsoever for injury to or death to me or those under my custody, care, and supervision, or for any loss or damage to my property arising during, in connection with, or in any way related to my use of the Property and/or participation in any events from any cause whatsoever, INCLUDING THE NEGLIGENCE OF THE INDEMNITEES, OR ANY OF THEM.

Further, I agree to INDEMNIFY and hold the Indemnitees, and each of them, harmless from any and all liability, loss, damages, claims, penalties, fines, expenses, or obligation of any kind or nature for injury to or death of any person or damage to any property caused by me, or in any way related to or in connection with my or my Minor's use of the Property or participation in any event, including, but in no way limited to, damage to the property of the Indemnitees.

The release and indemnity set forth in this document (a) shall be binding on me, and person or entity claiming by, through, or under me, my heirs, executors, administrators, legal and personal representatives, successors and assigns; and (b) shall inure to the benefit of the Indemnitees, their heirs, executors, administrators, legal and personal representatives, successors, and assigns.

Further, I understand and agree that I am and will be responsible for acts of any Minor and/or animals admitted to the Property and/or event with me or over whom I have control. If I am the parent/or legal guardian of any Minor (under 18) present at the Property and/or event, the release set forth above is also given for such Minor in my capacity as the parent or legal guardian of such Minor, and indemnity set forth above shall extend to any injury, death, or damage caused by such Minor.

I have received a copy of the rules below and have read them. I acknowledge that I will follow all of them. I understand that this is a private property, and I will not vend any products on the Property. I will throw litter in garbage cans and will not pollute the property, the roadside or any neighbouring properties. I will not bring any illegal drugs, firearms or weapons of any kind on the property. I will not smoke anywhere on the farm or the disc golf course, except for the sanctioned smoking area at the start point and designate by the farm.

Further, I understand and acknowledge that there remains a risk from COVID-19, that I am on Springfield Farm property at my own risk, that any safety precautions designed to protect against the spread of COVID-19 undertaken by the Indemnitees does not guarantee I will not contract COVID-19, and that, the foregoing notwithstanding, it is my specific intent to affirm my foregoing release of the Indemnitees with respect to any personal injury, loss, damage to property, or death that I or my Minor may experience from COVID-19 in connection with my being on the Springfield Farm property.

If any term or provision herein is held to be invalid, illegal, or unenforceable such invalidity, illegality, or unenforceability shall not affect any other term or provision of herein or invalidate or render unenforceable such term or provision. This Agreement shall be governed by the relevant laws of the Province of Ontario and the federal laws of Canada.

I hereby agree to all the terms and conditions as set forth herein on behalf of myself and/or those under my custody, care, and supervision. I hereby acknowledge and agree that sufficient information has been provided to me by the Springfield Farms with respect to any events I will be partaking in during my use of and visit to the Property.

This waiver will remain in effect from the date below, at any time that I am on the Springfield Farm property including the disc golf course or any buildings, structures, parking area or the entirety of the farm property.

Participant:

Signature (if not a minor)

Print Name

Phone Number

Date

I am the parent or legal guardian of the Minor named above. I declare having read and understood the above agreement in its entirety and agree to allow the Minor to participate in events at the Property. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions herein.

Parent/Legal Guardian (if applicable):

Signature

Print Name

Phone Number

Date

EMERGENCY CONTACT NAME & PHONE NUMBER: _____

WITNESS NAME AND SIGNATURE: _____

SPRINGFIELD FARM AND GUNPOWDER GOLF AND COUNTRY CLUB DISC GOLF RULES

- Absolutely NO SMOKING anywhere on the disc golf course. The risk of fire hazard is simply too great from our heritage barns, farmhouse to forests especially during the summer and fall season with winds and potential drought. If you have to smoke, you may do this at the designated smoking area at Hole 1 where the benches are situated. Please make sure all butts are properly put out before leaving the premises.
- No fires or fireworks of any sort to be set on the property.
- Do not hurt or hunt or kill any wildlife, domestic or wild, on the property. Do not willfully damage or remove any trees, shrubs, plants and do not willfully injure or kill any insects (except mosquitos, black flies, deer flies – you know this is directed at the safety of our pollinator friends!)
- No littering of any kind. Leave only footsteps and take any garbage with you off the course and home.
- You must PAY before going on the course. Course admission is per person – which includes HST – per 18 holes (each round is a separate fee). It must be paid for everyone over the age of 12 years – minors under 12 are allowed to walk ONLY the course and must be with parent/guardian at all times – no one younger than 7 is allowed on the course. There is an additional fee of rentals. You may pay by e-transfer to emcgrath_29@hotmail.com or you may bring cash and present it upon arrival at the course.
- Do not mark in any way or paint on signs, trees, buildings, or anywhere else on the farm property.
- Please stay on the disc golf course on the farm property. Do not wander off the course as there are areas under management by environmental agreements and farm crops. Do not retrieve any discs off our property that has gone on our neighbour's property – unfortunately, you have lost a disc as this is STRICTLY OFF BOUNDS.
- Do not touch any fences – do not climb, move, cut or damage them or you will be liable for repairs, etc.
- You will abide by all Ontario provincial guidelines regarding COVID-19 precautions and noted on any signage on the property.

Thank you for your review of these rules and the waiver – we want everyone to enjoy themselves safely and respectfully for our property, neighbours, and other players!