

WHITSUNDAY GREEN CLUB LIMITED ("CLUB")

GUEST GOLF FACILITY USE CONDITIONS, WAIVER & RELEASE

Name: _____ ('Guest')

Date of Birth: _____ / _____ / _____

Address: _____

Mobile: _____ Email: _____

CONDITIONS, WAIVER AND RELEASE

I am the Guest and I fully understand, acknowledge and agree that the Club only permits me to enter its lands and buildings ("Property") and use its facilities including, but not limited to, the café, café decks, carpark, golf course and golf driving range (the "Golf Facilities") on the basis of this certification that I freely make hereunder. I hereby certify that I:

1. am physically fit, not impaired by drugs or alcohol, and capable of using the Golf Facilities without injury or danger to myself or others;
2. will abide by the Club rules, by laws and policies as determined and amended from time to time by the Club board and will at all times obey all instructions from Club officials;
3. will provide proof of my identity on demand and permit that proof to be copied and confidentially stored by Club officials;
4. may be held personally responsible and liable for any damage I cause to any person or property resulting from my use of the Golf Facilities;
5. permit the Club to record and store images of me on its CCTV system and disclose that imagery to Club officials and advisors, law enforcement authorities and legal representatives if authorised by the Club board;
6. specifically acknowledge the Facilities are generally unsupervised by Club officials and I am therefore using the Golf Facilities voluntarily, entirely at my own risk and with full comprehension of my responsibility not to endanger any other person or property.

I hereby waive, release and discharge any and all claims for damage for personal injury, death or property damage which I may have. This release is intended to discharge in advance the Club, Sanctuary Living Investments Pty Ltd, Streadland Pty Ltd, and each of its officers, employees and agents (collectively referred to as the "Parties") from any and all liability arising out of or connected in any way with my use of the Golf Facilities even though that liability may arise out of negligence or carelessness on the part of the Parties. It is understood that use of the Golf Facilities involves the risk and danger of accidents and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

I agree to indemnify and to hold harmless, the Parties, from any loss, liability, damage, cost or expense which they may incur as the result of my death or any injury or property damage that I may sustain or I cause to be sustained by others while using the Golf Facilities. I understand that by entering Club property and/or using the Golf Facilities I consent to photo or video images taken by the Parties may be used in any enforcement proceedings against me or in Club publications and websites. I further understand that the Parties may use my contact details to inform me of upcoming Club events and offers however my contact details will not be disclosed to anyone else other than law enforcement authorities or government officials as determined by the Club board.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE PARTIES AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____ Date of Signature: _____ / _____ / _____



WHITSUNDAY GREEN CLUB LIMITED ("CLUB")

GUEST GOLF FACILITY USE CONDITIONS, WAIVER & RELEASE

CONSENT OF PARENT / GUARDIAN

(If the Guest is under 18)

I am the parent or legal guardian of the Guest listed above. I hereby consent that the Guest may use the Golf Facilities and I, on behalf of the Guest, hereby agree to all of the above terms and conditions, execute this waiver and release on his/her behalf. I hereby affirmatively state that the Guest is physically able to use the Golf Facilities. I hereby agree to indemnify and hold the Parties free and harmless from any loss, liability, damage, cost or expense that they may incur as result of the death or any injury or property damage that the Guest may sustain or cause others to sustain while using the Golf Facilities.

Name: _____ ('Guest')

Relationship to Guest: _____ ('Parent' or 'Guardian')

Date of Birth: _____ / _____ / _____

Address: _____

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE PARTIES AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____ Date of Signature: _____ / _____ / _____