

RELEASE AND WAIVER OF LIABILITY AGREEMENT

In consideration of the participant being allowed to participate in any way in the Markham Woods Presbyterian Church Golf Tournament (the "MWPC Golf Tournament"), and its related events and activities, the Participant acknowledges, understands, and agrees that:

1. Participation in the MWPC Golf Tournament is completely voluntary. The Participant agrees to comply with the stated and customary terms and conditions for participation in the MWPC Golf Tournament. If, however, the Participant observes any unusual significant hazard during his or her presence or participation, the Participant will remove himself or herself from participation and immediately bring such hazard to the attention of the MWPC Golf Tournament organizer (s).
2. The participant is solely responsible for determining whether his or her fitness or skill level warrants participation in the MWPC Golf Tournament. The participant is aware that these activities may be dangerous and involve the risk of serious injury and/or death and/or property damage. **THE UNDERSIGNED KNOWINGLY AND FREELY ASSUMES ALL HAZARDS, DANGERS, AND RISKS**, both known and unknown, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, and assumes full responsibility for his or her participation in the MWPC Golf Tournament, and its related events and activities.
3. The participant, for himself or herself, and his or her respective heirs, assigns, personal representatives and next of kin, **HEREBY EXPRESSLY WAIVES AND RELEASES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS**, Markham Woods Presbyterian Church, its affiliates and any of their respective officers, directors, officials, agents, employees, partners, board members, affiliates, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the MWPC Golf Tournament (collectively, the "Releasees"), **WITH RESPECT TO ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES AND/OR EXPENSES ARISING OUT OF OR RELATING TO ANY INJURY, ILLNESS, DISABILITY, DEATH**, or loss or damage of any kind to person or property, known or unknown, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, during or related to his or her participation in the MWPC Golf Tournament or its related events or activities, to the fullest extent permitted by law.

I AM AT LEAST 18 YEARS OF AGE AND HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.