



DIGITAL WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING OR SUBMITTING

BY SIGNING DIGITALLY OR CHECKING "I AGREE", YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INCIDENT AT THE PREMISES OF TEE TIME ANYTIME PREMIUM INDOOR GOLF INC. OPERATING AS INFINITE GOLF.

1. DEFINITIONS

In this Agreement, the following definitions apply:

- **"Company"** refers to Tee Time Anytime Premium Indoor Golf Inc., doing business as Infinite Golf, its directors, officers, shareholders, partners, employees, agents, landlords, property managers, successors, and assigns.
- **"Premises"** refers to any physical building, bay, parking area, entryway, or facility owned, leased, or operated by the Company within the Province of Saskatchewan.
- **"Customer"** (or "I", "me", "my") refers to the individual completing this waiver, as well as any minors under their legal guardianship attending the Premises.

2. ACKNOWLEDGMENT OF UNSTAFFED / 24/7 FACILITY

I acknowledge and understand that the Premises operates as a 24/7 unstaffed facility.

- **No On-Site Supervision or First Aid:** I understand that there are no employees, security guards, or medical personnel present on-site during operational hours, nor are there dedicated medical response teams or AED devices supplied by the Company.
- **Emergency Protocol:** In the event of a medical emergency, fire, or safety risk, I acknowledge that it is my sole responsibility to call emergency services (911).
- **Continuous Video Surveillance:** I explicitly consent to continuous 24/7 closed-circuit television (CCTV) audio and video recording throughout the Premises (excluding restrooms) for security, safety, rule enforcement, and property protection purposes.

3. ASSUMPTION OF INHERENT RISKS

I voluntarily assume all risks, hazards, and dangers incidental to participating in indoor golf, using simulator equipment, and being present at an unstaffed venue. I acknowledge that these risks include, but are not limited to:

- Being struck by a golf ball (including erratic, ricocheted, or misdirected shots off screens, walls, turf, or hardware).



- Being struck by a golf club, broken shaft, or flying equipment component.
- Slips, trips, or falls on artificial turf, flooring, elevated hitting mats, or entryway thresholds.
- Physical injuries such as sprains, strains, fractures, or cardiac incidents associated with physical exertion.
- Property damage, loss, or theft of personal belongings, golf clubs, electronics, or vehicles brought onto or parked at the Premises.

4. EXPRESS PROHIBITION OF OUTSIDE ALCOHOL & SUBSTANCES

- **NO OUTSIDE ALCOHOL OR CANNABIS:** I explicitly agree that **NO OUTSIDE ALCOHOL OR CANNABIS IS PERMITTED ON THE PREMISES AT ANY TIME.**
- **Zero Tolerance:** Bringing outside alcoholic beverages onto the Premises is a direct breach of this Agreement and provincial liquor regulation standards.
- **Impairment:** I agree not to use equipment or enter the Premises while under the influence of drugs or alcohol. The Company reserves the right to restrict access remotely via security monitoring if impairment is suspected.

Violation	Consequences & Penalties
Bringing outside alcohol or controlled substances into Premises	● Immediate termination of access privileges without refund. ● A minimum non-negotiable \$500 penalty fee charged to the primary account credit card. ● A permanent ban from Infinite Golf facilities.

5. FACILITY RULES & RESPONSIBILITY FOR PROPERTY DAMAGE

I agree to abide strictly by all Infinite Golf facility rules:

- **Footwear & Equipment:** I will only use clean, non-marking athletic shoes or soft-spiked golf shoes. I will only use clean, un-marked indoor golf balls and clean clubs.
- **Bay Safety:** Only ONE person is permitted in the active swing area at a time. All other guests must remain safely behind the designated safety line or seating area.
- **Door Access & Group Responsibility:** My access code or digital key is issued specifically for my scheduled tee time booking. I may share this access code solely with guests listed on or participating in my registered tee time group. I will NOT share my access code with, or allow access to, any unapproved, unregistered, or non-paying individuals outside my booking group. As the primary account holder, I assume full responsibility and financial liability for all individuals who enter the facility using my access code or during my reserved time block.
- **Property Damage Liability:** I accept full financial responsibility for any physical damage caused to hitting screens, projectors, cameras, sensors, electronics, enclosures, furniture, or building infrastructure by my or my guests' negligence, misuse, reckless behaviour, failure to enforce safety rules, or spills from food or beverages. I will keep all liquids away from simulator screens, projectors, cameras, sensors, and other electronic equipment. I authorize the Company to bill my credit card on file for any inspection, repair, replacement, or related costs resulting from such damage.

- **Food-Related Risks:** Any food brought onto or consumed at the Premises is supplied, selected, handled, and consumed solely at my and my guests' risk. The Company has no control over or knowledge of the ingredients, allergens, preparation, storage, or handling of such food and, to the fullest extent permitted by law, disclaims responsibility for any allergic or other adverse reaction, choking incident, foodborne illness, or related injury.
- **Glass Containers:** Glass bottles, cups, and other glass containers are prohibited in or near the golf bays and active play areas due to the risk of breakage and injury.
- **Cleanup Responsibility:** I will leave the Premises, including the bay, seating area, and common areas used by me or my guests, in a clean and orderly condition, remove all food, beverages, garbage, and personal items, and promptly clean or report any spill or mess. Because the Premises may be unstaffed and may not be cleaned between uses, I accept responsibility for all reasonable cleaning, remediation, repair, or damage costs arising from any mess, spill, or damage caused by me or my guests, and I authorize the Company to charge such amounts to my credit card on file.

6. RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY

IN CONSIDERATION of being permitted entry to Infinite Golf, I hereby agree as follows:

- **WAIVER OF CLAIMS:** I agree to **WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Tee Time Anytime Premium Indoor Golf Inc., operating as Infinite Golf, its directors, officers, employees, agents, partners, shareholders, and property owners (collectively, the "Releasees").
- **RELEASE FROM LIABILITY:** I agree to **RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, theft, or personal injury (including death) that I or my next of kin may suffer as a result of my presence at or use of the Premises, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care (including under the Occupiers' Liability Act of Saskatchewan) on the part of the Releasees.
- **INDEMNIFICATION:** I agree to **HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability, damages, legal costs (on a solicitor-client basis), or claims resulting from personal injury, death, or property damage brought by any third party or guest who enters the Premises under my booking or reservation, including claims arising from my or my guest's negligence, recklessness, wilful or intentional misconduct, misuse of the Premises or equipment, or breach of this Agreement or any facility rule.

7. MINORS & GUARDIAN ACKNOWLEDGMENT

If the participant is under the age of majority in Saskatchewan (under 18 years of age):

- I certify that I am the legal parent or court-appointed guardian of the minor listed below.
- I give permission for the minor to participate at Infinite Golf and personally agree that all waivers, terms, and indemnities in this Agreement apply.
- I further agree to indemnify Infinite Golf against any and all claims brought by or on behalf of the minor, as set forth in accordance with the Indemnification section of this Agreement.
- I agree that minors must be actively supervised by an adult at all times while on the Premises.



8. GOVERNING LAW & SEVERABILITY

This Agreement shall be governed by, interpreted, and enforced solely in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Any litigation stemming from this Agreement shall fall under the exclusive jurisdiction of the Courts of Saskatchewan.

If any provision or portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

9. ONLINE EXECUTION & ELECTRONIC SIGNATURE

BY SIGNING BELOW DIGITALLY, I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AGREE THAT MY ELECTRONIC SIGNATURE IS THE LEGAL EQUIVALENT OF MY MANUAL/HANDWRITTEN SIGNATURE UNDER THE SASKATCHEWAN ELECTRONIC INFORMATION AND DOCUMENTS ACT.

