

# Golf Simulator at The Ranches Golf Club

## POLICY AND LIABILITY WAIVER

Date \_\_\_\_\_

First Name Middle Initial Last Name Driver's License # Home Course

Home Address City State Zip Birthdate: Month Day Year

Home Phone Cell Phone Email

<b>Types of Membership</b> (Monthly payment; Credit Card option available)		Your Membership Begins _____
<b>Ranches Annual Unlimited</b>	<input type="checkbox"/> \$150/mo	Your 1st Bankdraft will occur on... _____
<b>Ranches 6-Month Unlimited</b>	<input type="checkbox"/> \$200/mo	Monthly Dues \$ _____
<b>Ranches 3-Month Unlimited</b>	<input type="checkbox"/> \$250/mo	Tax \$ _____
<b>Public Annual Unlimited</b>	<input type="checkbox"/> \$175/mo	Monthly Amount Due \$ _____
<b>Public 6-Month Unlimited</b>	<input type="checkbox"/> \$250/mo	One Time Initiation Fee \$ _____
<b>Public 3-Month Unlimited</b>	<input type="checkbox"/> \$300/mo	Credit Card Processing (2.8%) \$ _____
<b>Other</b> _____		(All monthly charges will incur an additional credit card processing fee. ACH has no additional fees) \$ _____
		PAID BY <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Charge
Member Sponsor/How did you hear about our membership? _____		

### I agree to abide by the following:

I agree to abide by all rules, regulations and bylaws of the Club as outlined in Addendum A and B of this Membership Contract. These rules may be amended at any time and you may find a current copy of them at the club's website: theranchesgolfclub.com I understand and agree that this 12-month membership will begin on the date that this Contract is signed and will run continuously until September 30, 2024. I understand that this membership will automatically renew on October 1, 2024 and on October 1 for all subsequent years. 6-month memberships will run exactly 6 months from the date of sign up and then it will be terminated. I also understand that management reserves the right to increase the fees and dues for subsequent membership terms by notifying me in writing at my last known address or by sending me an e-mail message. Member Initials \_\_\_\_\_

It is my complete understanding that if I wish to terminate my membership, I must give the Club written notice by August 31st (effective October 1) of the year I wish to terminate. Early termination will ONLY be accepted in the event that the member moves outside determined area (20-mile radius & must provide proof of address change), succumbs to an illness or injury that prevents play (must provide proof of illness or injury), or has loss of income (proof of income loss). Member Initials \_\_\_\_\_

I have read and understand the terms of this Membership Agreement as outlined in the Membership Contract (Addendum A) and the General Membership Information and Procedures Document (Addendum B) that is on the reverse side of this document. Member Initials \_\_\_\_\_

### Authorization for Payment of Dues - Electronic Bank Draft or Monthly Credit Card

I authorize The Ranches Golf Club and the financial institution named on the attached check or deposit slip to deduct, the amount of my monthly dues and any charges made to my membership account, from the account identified on the attached check or deposit slip. I understand my automatic payment will be deducted on the 15th day of each month. If the 15th falls on a weekend or bank holiday, the deduction will be drafted on the next business day following the 15th. Changes in account or bank information must be submitted in writing to The Ranches Golf Club. Changes must be received prior to the 1st business day of any given month in order to be processed for that month's payment. Canceling a bank draft does not cancel a membership or cancel charges accrued on the membership account. In the event that a bank draft is revoked or an account is closed and new bank information is not received, the membership will be transferred to the "annual payment" option and the remaining amount due under the terms of the Contract will be owed. The Administrative Fee is waived for persons who pay monthly by automatic bank draft.

<input type="checkbox"/> <b>CHECKING</b> (Attach voided check)	<input type="checkbox"/> <b>CREDIT CARD</b>	<b>Card Type</b> (circle one) VISA MC DIS AMEX
<input type="checkbox"/> <b>SAVINGS</b> (Attach deposit slip) _____	Financial Institution	CC# _____ Exp Date _____ CVV _____

### WAIVER/RELEASE

In consideration for being allowed to use the equipment and facilities, watch or participate in the activities (hereinafter the "Activity" or "Activities") at The Golf Simulator Lounge at The Ranches Golf Club ("Facility"), I hereby expressly agree and contract on behalf of myself, my heirs, executors, administrators, successors and assigns to the following:

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Ranches Golf Club their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me while participating in such Activity, while in, on or upon the facility where the Activities are being conducted, regardless of whether such loss is caused by the negligence of the Releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. Member Initials \_\_\_\_\_

2. I am fully aware that there are risks and hazards, both known and unknown, connected with the Activity, and I am aware that such Activities include the use of golf balls and golf clubs that may result in the risk of errant shots and the risk of injuries to the eyes, among others to the head, face and body, leading to the total loss of eye and/or impaired vision as a result of being struck by a ball or club; I am aware of the risk of other injury and even death, and I hereby elect to voluntarily participate in said Activities, knowing that the activities may be hazardous. I understand that the Releasees do not require me to participate in this Activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me as a result of being engaged in such Activities, whether caused by the negligence of Releasees or otherwise, to the fullest extent allowed by law. Member Initials \_\_\_\_\_

WAIVER/RELEASE CONTINUE

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said Activities, whether caused by negligence of Releasees or otherwise, to the fullest extent allowed by law.

Member Initials \_\_\_\_\_

5. I further hereby AGREE to be FULLY and COMPLETELY responsible for any and all who participate under my membership. This includes during regular business hours and during off hours when there will be no staff represented on site. Any damage caused by those that are participating in the 'ACTIVITIES' are under my responsibility. Any damage, theft or negligence will be required to be remedied and rectified by me and solely me.

Member Initials \_\_\_\_\_

6. I further agree, and will ensure those that participate while with me under my membership, will comply with all rules imposed by the Facility regarding the Activity and to refrain from using any equipment in a manner inconsistent with its intended design and purpose, including but not limited to:

- Before swinging a golf club, I will always check to make sure that no persons are in the vicinity which could get hit by the golf club;
- I will pay attention to my surroundings;
- I will only swing golf clubs when I am in the designated area of the golf simulator;
- I will only swing golf clubs for the purposes of engaging with the electronic golf simulator.
- When I am in the golf simulator, I will not swing a golf club until all persons are behind the designated caution line;
- I will watch my step when using the golf simulator and I acknowledge that the hitting platforms on the golf simulator can move during use of the golf simulator and that they can create a tripping hazard;
- I will never touch the TrackMan Unit.
- I will stay out of the simulator when another person is using the golf simulator;
- I will not bring any food or drinks into the simulator; and
- Alcohol consumption is prohibited while using the equipment and/or being present in the facility.

Member Initials \_\_\_\_\_

Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

This WAIVER OF LIABILITY shall be construed in accordance with and governed by the laws of the State of Utah.

Parent or Guardian Waiver of Liability on behalf of Minor: I represent and acknowledge that I am the parent, legal guardian and/or authorized custodian of any individual(s) under the age of 18 years (referred to in this Waiver of Liability as the "Minor") who attend at the Facility with me, or whom I bring into the Facility, and I represent that I have the legal authority to execute this Waiver of Liability on behalf of the Minor. I agree to indemnify and hold harmless the Facility and the Releasees for any claims that the Minor may now have or may arise in the future as against the Releasees arising out of the Minor attending at the Facility, participating in the Activities and/or using the equipment. In the event that I do not have the authority to sign this Waiver of Liability on behalf of the Minor, I agree to indemnify the Facility and the Releasees from any and all claims made by the Minor and/or his or her legal representatives arising out of the Minor attending at the Facility, participating in the Activity and/or using the equipment. I acknowledge and confirm that:

- The Minor is physically capable of participating in the Activity and using the equipment;
- The Minor does not have any pre-existing physical or medical conditions which would endanger him or her or a third party while participating in the Activity, using the equipment and/or being present in the Facility;
- The Minor will be under my supervision during his or her stay at the Facility; an
- The Facility is not responsible for the loss of property of the Minor while at the Facility

Member Initials \_\_\_\_\_

I acknowledge that the Releasees are relying on this Waiver of Liability in allowing me to attend the Facility, participate in the Activities and use the equipment, and that but for the signing of this Waiver of Liability I would not be allowed to attend the Facility, participate in the Activities and use the equipment.

Member Initials \_\_\_\_\_

I acknowledge that during my attendance at the Facility the Facility or its agents may take photographs, videotapes and/or other recordings of me and/or any Minor and that the Company may use these photographs, videotapes and/or other recordings, along with my name and my likeness and that of any Minor in connection with advertising, promotional materials and any other media.

Member Initials \_\_\_\_\_

I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Member Initials \_\_\_\_\_

Membership Coordinator \_\_\_\_\_ Date: Month Day Year

Member \_\_\_\_\_ Date: Month Day Year

## MEMBERSHIP CONTRACT INFORMATION ADDENDUM "A"

In this Contract, the words "you", "your", and "Member" shall refer to the Member where appropriate. The words "we", "our", "us", "Club" and "Management" shall refer to The Ranches Golf Club, LLC, d/b/a/ "The Ranches Golf Club" Management and/or its licensees and franchisees.

**MEMBERSHIP:** We hereby sell to you and you hereby purchase from us a membership to The Ranches Golf Club – please refer to membership brochure for locations (hereinafter, "the club"). This membership, as defined in Addendum "B" shall entitle you, and your spouse and children, if you purchased a membership for them, to access and use of the facilities and amenities specified in the type of membership selected (refer to the Membership Application). All memberships are non-voting and non-proprietary. No rights of ownership are conferred upon you by this Contract.

**TERM OF MEMBERSHIP:** Your membership will begin on the date that this Contract is signed. It will run continuously for one year (or six months) depending on your membership level. Upon expiration of your initial term of annual membership, your membership will automatically renew on \_\_\_\_\_ and \_\_\_\_\_ of subsequent years. To terminate your annual membership, you must give us written notice one month before your membership anniversary the year in which you wish to terminate. Address all correspondence to The Ranches Golf Club, 4128 E, Clubhouse Ln, Eagle Mountain, UT 84005. If you do not notify us in writing one month before the stated date your membership will automatically renew for an additional year (or six months). You shall not be relieved of your obligation to make any payment agreed to in this Contract and no deduction or allowance from any said payments shall be made by reason of your failure to attend or use the Club's facilities, your renouncement of your membership or your failure to notify us of your termination as specified above.

**MEMBERSHIP DUES:** Costs and payment terms for your Club Membership are specified in the Membership Application. Management reserves the right to increase your fees and dues for subsequent membership terms by notifying you in writing at your last known physical address or electronic mail address. Such notification shall be made by first class mail, or electronic mail and sent no later than August 31 in given year. The notice will be deemed effective when deposited with the U.S. Post Office or electronically mailed.

**UNPAID BALANCES:** Statements are sent on the first business day of each month and payable on the 15th of the month. All Unpaid balances over 10 days past due are subject to finance charge of \$25.00/month. In no event will the finance charge exceed the maximum allowed by law. Any balance over 30 days past due will result in automatic suspension of membership privileges until the account is brought current, including payment of late and finance charges. Management shall have the right to turn over delinquent accounts to an attorney or collection agency. Member is obligated and hereby agrees to pay, as allowed by law, collection costs and/or attorney's fees incurred by Management pursuant to enforcing the financial obligation of the member. Member Initials \_\_\_\_\_

**ACCELERATION:** If you are in default on your payments to us by more than 10 days, we may send you a Notice of Default and Right to Cure. You will then have 20 days from the date the Notice is given to cure the default. If you do not cure the default in that 20-day period, we may accelerate your membership dues and declare the entire amount due and owing under this Contract to be payable in full, immediately. If you do cure the default in the 20-day period and default again, we do not have to send you an additional Notice of Default and Right to Cure and may accelerate your membership dues and declare the entire amount due and owing under this Contract to be due and payable in full immediately. Additionally, Management may suspend membership privileges with or without notice, until all past due amounts are paid.

**RETURNED CHECKS OR BANK DRAFTS:** If the bank dishonors any of your checks or bank drafts, Management shall have the right to assess a service charge of \$30 for each check or draft that is dishonored. If your draft is dishonored, you hereby authorize us to debit your credit card you have on file on for any indebtedness. Management may suspend membership privileges, with or without notice, until all past due amounts are paid.

**RULES AND REGULATIONS:** Member agrees to abide by all membership rules and regulations, which may be posted at the Club, issued orally, published in a newsletter, posted to the Website or listed in Addendum "B" to this Contract. These rules may be amended from time to time at Management's discretion. A \$20 charge will be assessed for each guest that exceeds the 4 person/day maximum. Children under 12 do not count as a person contributing to the party total. Children under the age of 16 must be accompanied by an adult of at least 18 years or older. Management reserves the right to suspend membership privileges for violation of membership rules and regulations.

**CONSIDERATION:** In consideration for and in reliance on your promise to maintain your membership for the term specified and to pay the membership fees and dues as specified, we will provide you the opportunity to use the Club facilities subject to the Rules and Procedures.

**ENTIRE AGREEMENT:** This Contract constitutes the entire and exclusive agreement between the parties. Any promises, representations, understanding and/or agreement pertaining directly or indirectly to this Contract, which is not contained herein, are of no force or effect. This Contract may be modified only by an instrument in writing signed by an officer of The Ranches Golf Club. Employees are not authorized to make any independent agreement with any Member that is contrary to this Contract or the Club's general policies.

## GENERAL MEMBERSHIP INFORMATION AND PROCEDURES ADDENDUM "B"

**MEMBERSHIP:** All members, spouses and children have, if in good standing, use of Club facilities during business hours published in the newsletter and/or posted at each Club. For the safety of our members and guests, each location has rules and regulations posted that are specific to that facility. These may involve but are not limited to age requirements for use of golf carts and exercise equipment. Members are encouraged to bring guests, and reserve golf starting times for weekend play up to two weeks in advance depending on type of membership. Call each Club location for information on weekday tee times. The only times not available to members are those times specifically reserved for outside groups. These times will be posted at each Club in advance.

- A. Member: Those men and women over the age of 18 who have signed a membership agreement.
- B. Spouse: A person legally married (binding and lawful if it was performed in Utah) to the member.
- C. Child: Member's natural or adopted child or stepchild/foster child. To be eligible, child must be under the age of 25 and the child must be living at home or attending school as a full-time student.

**GUEST POLICY:** Guests must be signed in at the Pro-Shop counter. Guests do not need to pay, so long as the number of guests does not exceed 4 total persons. Guests fall under the responsibility of the member. The member will be held accountable for any damages or misconduct done by the guests.

**SUSPENSION OR EXPULSION OF MEMBERSHIP PRIVILEGES BY MANAGEMENT:** Management has the right to immediately suspend the privileges of any Member or expel any Member from the Club at any time for a) non-payment of dues, b) violation of this contract, c) for conduct prejudicial to the interests of the Club or d) for reasons of Management's sole discretion. The Members shall be notified in writing via first class mail to the last address listed in the business office of the Club or by electronic message. This notice will be sent at least 10 days before the effective date of expulsion. If the member considers his/her expulsion for causes a), b), c) or d) to be unreasonable, he/she must contact Management within 10 days of receipt of notice of expulsion to:

1. Question the validity of the expulsion; or
2. Arrange a meeting with Club Management prior to the expiration of the 10-day notice period to discuss the reason for his/her expulsion; or
3. Make any presentation to avoid such intended expulsion.

In the event no contact is made with Club Management within the 10-day notice period, such expulsion shall take effect on the date specified. Management's decision following such reconsideration shall be final and binding. A suspension of membership or expulsion for causes a), b), c) or d) does NOT relieve the Member of his/her obligation to pay dues as specified in the "MEMBERSHIP DUES" section of the Contract.

**TEE AVAILABILITY:** Tee availability is determined by location. Please refer to "Tee Time" rules posted at each location.

**ALCOHOLIC BEVERAGES:** May not be consumed in The Golf Lounge under any circumstances as a violation of the law.

**NEWSLETTER:** Periodic Club events and updates are available on the WEBSITE at [www.theranchesgolfclub.com](http://www.theranchesgolfclub.com). Each member will receive an annual newsletter by U.S. mail or electronic mail in January of each year to their last known physical address, or electronic address. This newsletter may announce membership specials, changes in membership dues, course improvements and other Club information.

**CHARGE ACCOUNTS (where permitted):** Members may charge goods and services to their account as long as their membership is in good standing and they have a credit card on file with The Ranches Golf Club. Members expressly authorize The Ranches Golf Club to charge their credit card for goods and services remaining unpaid after 60 days. If the credit card is rejected, the provisions in the UNPAID BALANCES section in Addendum A apply. Management must approve any Club charge over \$500. Management has the right to deduct membership charges electronically. Electronic bank drafts apply to dues payments, membership charges, and other charges that Member has been given advance notification.

**PERSONAL PROPERTY:** The Club will not be responsible for any personal property that is left unattended on the Club premises by members or their guests. A lost and found box is maintained at each Club as a convenience to the members and their guests. Members and their guests are welcome to check the lost and found box if they wish. By supplying the lost and found box, the Club is in no way assuming responsibility or liability for any member or guest's property. The Club is not a bailee and no Contract of bailment is established herein.

**NO SHOW:** In the event a member fails to show up on time for their appointed time without giving notice to the course 6 hours prior to their tee time, the member will be assessed a \$35 fee for each person scheduled on the tee time. Simulator tee time no shows will be charge \$40 for each infraction. The member assumes all financial responsibility for his/her guests.