

Date: _____

I agree to abide by the following:

Member Initials _____

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I authorize The Ranches Golf Club and the financial institution named on the attached check and/or deposit slip or the listed credit card company to deduct the amount of my monthly dues and any charges made to my membership account, from the account identified on this form. I understand my automatic payment will be deducted on the 15th day of each month. Changes in account or bank information must be submitted in writing to Membership at 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 after three offenses, 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.

*For a full list of Premium Membership Benefits, please refer to the Membership Flyer or theranchesgolfclub.com.

WAIVER/RELEASE

I hereby agree to participate and/or engage in the use of the course, equipment, facilities and programs offered by the Club upon the understanding and agreement that:

1. Acknowledging the desirability of a physical examination before participation, I represent to the Club that I am physically capable of participation in the program of my choice without injury. I warrant and represent to you that I have no disability, impairment or ailment preventing me from engaging in or participating in activity that will be detrimental or injurious to my health, safety, or physical condition if I do so engage or participate.
2. I am aware of the risks of illness or injury inherent in any golf or exercise program. These injury risks include, but are not limited to: being hit by golf balls, golf clubs, golf carts, or lighting; stepping or tripping in holes or other natural indentations in the ground; injury from insects, animals, birds or snakes; drowning; pulled muscles or other sprains and strains; the risk of injuries to, among others, the head, face and body, leading to the torn ligaments, broken bones, etc. as a result of improper use of equipment; 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 Releases 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.I am participating in the Clubs program upon the express understanding that I hereby indemnify, waive and release the Club, its employees, agents, officers, Director, Successors, and Assigns from any and all claims, costs, liabilities, expenses or judgements, including attorney’s fees and court costs (hereafter referred to as the “Claims”) arising out of my participation in the program(s) or any illness or injury resulting there from, and hereby agree to indemnify and hold harmless the Club from and against any and all such Claims.
3. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Ranches Golf Club their officers, agents, or employees (hereinafter referred to as RELEASES) 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 Releases, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
4. I assume full responsibility for myself and anyone who becomes a member under this Contract, including any children/dependents of mine, or any of my guests, and shall indemnify Management, its affiliates, agents and employees against any and all liability incurred by them toward such. I understand and agree that any person who is a party to my Membership Contract will be a party to this waiver/release. This includes during regular business hours and during off hours when there will be no staff represented on site. I understand that I am responsible for any damage I may cause with a golf ball or otherwise and will report the same when it occurs to course management. Any damage, theft or negligence will be required to be remedied and rectified by me and solely me. I hereby execute and deliver this waiver and release so that I may participate in the program(s) offered by the club.
5. I understand that by becoming a member, the Club may, at their discretion, obtain credit information for me and other persons 18 years and older that are listed on this application. This information may be obtained at any time while I am a member and may be obtained if the membership is canceled and a balance is owned on the account.

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.

I acknowledge that the Releases 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 the same.

Member Initials _____

Membership Coordinator _____ Date _____

Member Signature _____ Date _____

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 franchises.

MEMBERSHIP. We hereby sell to you and you hereby purchase from us a membership to The Ranches Golf Club – please refer to the membership brochure for locations (hereinafter, “the club”). This membership, as defined in Addendum “B” shall entitle you, and your spouse, if you purchase 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. All memberships are non-refundable and non-transferrable.

TERM OF MEMBERSHIP. Your membership will begin on the date that this Contract is signed. It will run continuously until March 31 of the calendar year. Upon expiration of your initial term of membership, your membership will automatically renew on April 1 and on April 1 for all subsequent years. To terminate your membership, you must give us written notice by February 28 (effective April 1) in the year in which you wish to terminate. Address all correspondence to The Ranches Golf Club, 4128 E Clubhouse Ln, Eagle Mountain, UT, 84005. Electronic notices may be sent to memberships@golfandfitnessutah.com. If you do not notify us in writing by February 28, your membership will automatically renew for an additional year beginning on April 1. 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. Should the member choose to re-enroll in the membership program after cancellation, no special privileges will be granted during the onboarding process.

CANCELLATION FEES. Failure to provide proof of an accepted cancellation reason as outlined in the Membership Application or alternative reasons for canceling not specified above will result in the charge of a cancellation fee. This fee will vary based on the type of membership and period of the membership. During the first four months of the year, the cancellation fee will be assessed at 30% of the remaining contracted dues for the annual membership. The next four months will require 50% of the contracted dues of the annual membership to be paid. The last four months will require the annual membership to be paid in full. Cancellation fees are non-negotiable and set at the Club’s discretion.

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 January 31 in the 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 day of each month and payable on the 15th of the month. All unpaid balances over 10 days past due are subject to a finance charge of 1.5% per 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 accounts are paid.

RETURNED CHECKS OR BANK DRAFTS. If the bank dishonors any of your checks or bank drafts, Management shall reserve 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 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 regulation, 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 riding 3 on a cart, starting play without appropriate genes fees, rider’s fees, guest fees, etc., playing extra holes with a cart rental and bringing alcoholic beverages on the premises that were not purchased from the Club. In addition, a \$20 charge will be assessed for any member who brings a child under the age of 12 into any of the fitness facilities. 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, understandings 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 contract to this Contract or the Club’s general policies.

GENERAL MEMBERSHIP INFORMATION AND PROCEDURES ADDENDUM “B”

MEMBERSHIP. All members, spouses, children, and groups, 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 exercise equipment. Members are encouraged to bring guests with them to use the facility. The only times not available for the fitness facility are those 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. Exceptions will be made for Common Law partners or those cohabitating. Relinquishment of this Contract and its obligations will not be granted in the event of a divorce or separation.
- C. Child: Dependent of the member between the ages of 12 and 25, currently living in the same household as the member.

GUEST POLICY. Guests must be signed in at the Pro Shop counter. Guest fees must be paid before using the facility at the established rate per visit as posted in the Pro Shop of each Club. Members who fail to register their guests are subject to suspension of privileges.

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.

UNLIMITED GOLF PRIVILEGES. All golf members have unlimited golf privileges as modified only by booking of outside parties. These bookings are necessary in order to keep our dues reasonable and cause only temporary closings of tee times to members. The Club may be closed to play as determined by Management and Member is encouraged to utilize other The Ranches Golf club clubs that Member has reciprocal privileges.

STARTING TIMES. A member may reserve a starting time up to two weeks in advance depending type of membership. Members must indicate the names of all names of all.

NO SHOW. In the event a member fails to show up on time for their appointed tee time without giving notice to the course 6 hours prior to the 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 \$40 per tee time. The member assumes all financial responsibility for his/her guests.

ALCOHOLIC BEVERAGES. In order to comply with liquor laws, no outside alcohol is permitted on club property. The entire Clubhouse and Golf Course are licensed as a Private Club; thus only beer, wine, and alcoholic beverages purchased from the club will be allowed. Under no circumstances should there be any alcoholic beverage, either from outside or purchased from the club on the Fitness premises or Simulator Lounge.

NEWSLETTER. Periodic Club events and updates are available on the WEBSITE at www.theranchesgolfclub.com or on our social media platforms by the same name. Each member will receive a monthly newsletter by U.S. Mail or electronic mail by the 10th of every month, or on the first business day following the 10th at their last known physical address, or electronic address. This newsletter may announce membership specials, changes in membership dues, course improvements, and other Club information.

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.

MEMBER SAFETY. Throughout the course of your membership, regular health and medical screening should be sought from your Primary Care Physician. In the event you feel dizzy, faint, unwell or feel any unusual pain, stop exercising and inform a staff member immediately.

COURSE RULES. USGA rules will govern play and all posted rules on the tee boxes on the course and in the clubhouse will be observed. Failure to follow course rules may result in expulsion or suspension of your membership.

GYM MEMBERSHIP SPECIFIC INFORMATION AND PROCEDURES ADDENDUM “C”

MEMBERSHIP. All members, member spouses, and dependants, 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 exercise equipment. Members are encouraged to bring guests with them to use the facility. The only times not available for the fitness facility are those 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. Exceptions will be made for Common Law partners or those cohabitating. Relinquishment of this Contract and its obligations will not be granted in the event of a divorce or separation.
- C. Dependants: A child living in the same household of the Member under the age of 25.

GUEST POLICY. Guests must be signed in at the Fitness Desk. Guest fees must be paid before using the facility at the established rate per visit as posted in the Fitness Center of each Club. Day passes can be purchased at the Fitness Desk for \$10 per individual. Members who fail to register their guests are subject to suspension of privileges.

POSTED RULES. Reasonable rules and regulations may be posted from time to time regarding the health, protection, or safety of members, and all Membership Agreements shall be subject to strict compliance therewith. Additional rules for the protection of members and the facilities may be added at any time in order to provide a professional, safe environment.

HOURS OF OPERATION. Gym availability is determined by location. Please refer to rules posted at each location. The Ranches Fitness Center will operate between the hours of 5:00 am to 12:00 am (midnight). The Ranches Fitness Center may withdraw use of part of or all of the fitness premises for holidays or for the purpose of undertaking maintenance work or any other work considered necessary for a maximum period of seven business days.

GYM PRIVILEGES. All gym members have unlimited gym privileges as modified only by booking of outside parties. These bookings are necessary in order to keep our dues reasonable and cause only temporary closings of facilities to members. The Club may be closed to fitness use as determined by Management.

GYM ACCESS. All members must have a login for door access in order to utilize the entrance to the fitness center, with the exception of Class Pass Only Members. Class Pass Only Members will utilize the North entrance directly into the venue. Entry will only be permitted to those members with a valid membership, in date and in credit.

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.

DRESS CODE. Close-toed shoes and suitable, presentable and clean clothing in good repair is to be worn by member and member guests at member's own expense. Clean gym shoes are required in order to enter the fitness floor at all locations. All members wishing to use the fitness center need to bring a clean pair of shoes and change their shoes prior to using fitness center equipment. No street shoes (including golf shoes) will be allowed on any of the fitness center floors. Members wearing clothing deemed inappropriate by management may be asked to leave the facilities.

MEMBER SAFETY. Throughout the course of your membership, regular health and medical screening should be sought from your Primary Care Physician. In the event you feel dizzy, faint, unwell or feel any unusual pain, stop exercising and inform a staff member immediately.

CLEANLINESS. Members must wipe down each piece of equipment after use. Wipes will be provided by the Fitness Center. Additionally, staff members will be wiping down equipment throughout the day and performing regular cleaning and maintenance to the equipment and facilities. Hand washing and hand sanitization is available at all times in the Fitness Center.

COURTESY. To promote safety and more time efficient exercise programs, remember to return all plates, dumbbells and barbells to designated racks. YOU MUST RE-RACK YOUR WEIGHTS. Dropping weights, not re-racking weights, not cleaning equipment after use, and generally displaying poor care for the facilities will subject members and users to revocation of membership without refund. During high-traffic workout hours, be sure to encourage members to “work in” with you between sets during your rest period. Foul language will not be tolerated.

FITNESS CENTER AGE RESTRICTION. All members using the fitness center must be of 12 years of age or older. No one under the age of 12 is allowed in the fitness center area. Members less than 16 years of age must be accompanied by an adult of 18 years of age or older and must claim responsibility for the minor while on the fitness premises.

FAULTY EQUIPMENT. Members shall examine each piece of equipment prior to use and refrain from use and report the same if there is any indication that the equipment has been subjected to abuse, is damaged, or is in an unsafe or potentially dangerous condition. Members have a duty to exercise care for the protection of himself and other members while using the premises.

INJURY REPORTING. If injured, Member or Member's representative if Member is unable to do so, must report any injury to The Ranches Fitness Center management immediately after any incident has occurred. Members must also complete, sign and deliver a written incident report to The Ranches Fitness Center management within twenty four (24) hours of the time of occurrence. If done in an email correspondence, please address the form to ranchesfitness@golfandfitnessutah.com.