



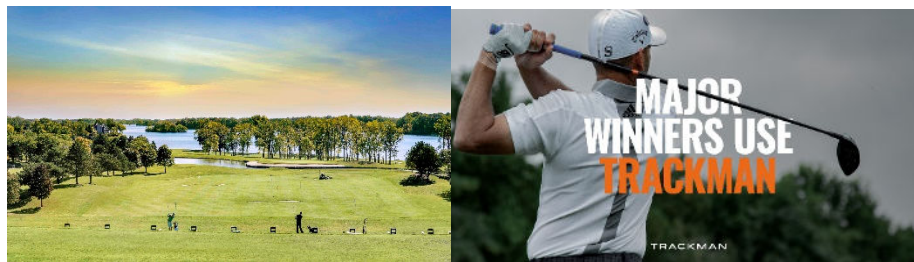
BECOME A MEMBER TODAY!

Introducing our
2024 Indoor/Outdoor Practice Club (IOPC)
Membership Program

❖ **The IOPC Membership Program costs \$200 per month**

Membership Program Includes:

- No initiation fees.
- Membership cancellation at any time with no penalty.
- 10% Discount on all purchases in the Golf Shop.
- **Indoor Practice on Trackman Simulator:**
 - **Off-Peak Times:** Monday -Thursday before 4 pm
 - **IOPC Member Price:** First hour is free.
 - Non-Member Price: \$45 per hour.
 - **Peak Times:** Monday -Thursday after 4 pm; All Day Friday, Saturday, and Sunday.
 - **IOPC Member Price:** First hour is free.
 - Non-Member Price: \$60 per hour
- **Outdoor Practice on ECGC Driving Range & Golf Course:**
 - IOPC Member Benefit
 - Unlimited driving range golf balls. (Large bucket \$15 – use as many as you like.)
 - Unlimited use of driving range, short game area and putting greens
 - Monday – Thursday \$49 with cart. (Regular rate \$75.)



Name: _____

Home Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____

E-mail: _____

Payment Method ☐ Visa/☐ American Express/☐ MasterCard/☐ Discover

Credit Card Number:

Expiration Date: _____

I have read all the amenities included in the Practice Club Membership program and agree to abide by all rules and regulations of Eagle Crest Golf Club.

Signature: _____ Date: _____

Email signed forms to: WBlevins@EagleCrestResort.com

**Eagle Crest Golf Club
The IOPC Membership
Waiver & Release of Liability**

Name of Adult Participant and/or Parent/Legal Guardian:

PRINT: _____

SIGNATURE: _____

Date of Birth: _____

Address: _____

Email: _____

Phone: _____

I acknowledge that I have read this Waiver & Release of Liability and understand that it is a RELEASE OF LIABILITY in favor of Eagle Crest Golf Club, its officers, directors, owners, investors, managers, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, insurance carriers, suppliers, successors, and assigns (collectively herein, the “Company”). This Waiver & Release of Liability applies to today and each time I (1) enter Company premises or (2) participate in Company services or instruction in the future.

1. Assumption of Risk:

1.1. I understand that my use of Company facilities, equipment, premises, and/or services will be undertaken at my sole risk. I agree that I am voluntarily participating in activities and using the Company’s facilities, equipment, premises, and/or services and I ASSUME ALL RISK of injury, illness, damage or loss to myself (including without limitation serious injury, severe illness, illness related to pandemic or epidemic (such as COVID-19), or death) or my property that might result from such participation and/or use (including without limitation) any loss or theft of any personal property.

1.2. I represent that I am physically capable of participating in exercise and other activities and services provided by Company or at Company’s premises. I understand that no exercise/activity program should be undertaken without the consent of a medical doctor and I am responsible for obtaining such consent.

1.3. I understand and appreciate that physical exercise and activities (including, without limitation, golf and ping pong) can be inherently strenuous, dangerous, and subject to great risk of injury, including, but not limited to, serious injury, severe illness, or death, and I expressly assume the responsibility for such inherent risk.

1.4. I recognize that golf simulators are instructional in nature.

1.5. I represent that: I am not currently experiencing (and have not experienced for the last 14 days) any symptom of illness possibly related to COVID-19, such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or loss of taste or smell; I have not traveled to areas of high infection of COVID-19 within the last 14 days; I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19 in the last 14 days; I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities; and I am following all CDC recommended guidelines as much as possible and limiting my exposure to COVID-19.

1.6. I acknowledge the contagious nature of COVID-19; that Company has put in place preventative measures to reduce the spread of COVID-19 (and related illnesses); and that even so, Company cannot guarantee that I will not become infected with COVID-19.

2. Express Waiver and Release of Liability (Including for Company Negligence):

2.1. In consideration for being allowed to enter Company premises and/or participate in activities there, I agree that the Company will not be liable for any claims, demands, injuries, loss, liability, damages, costs, expenses, actions, or causes of actions whatsoever in respect of myself or my property (including, without limitation, lost or damaged personal possessions), arising out of or connected with the use of any of the facilities, equipment, premises, and/or services of Company. I HEREBY EXPRESSLY RELEASE AND DISCHARGE AND COVENANT NOT TO SUE Company, its officers, directors, owners, investors, managers, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, insurance carriers, suppliers, successors, and assigns from any and all such claims, demands, injuries, loss, liability, damages, costs, expenses, actions, or cause of action, notwithstanding the actions, omissions, or any negligence on the part of one or more of these parties.

2.2. In particular and by way of example, I agree that Company will not be liable or responsible for any injury to me (including, without limitation, serious injury, severe illness, illness related to pandemic or epidemic (such as COVID-19), or death) which may occur as a result of the following, regardless of Company's actions, omissions, and/or negligence:

2.2.1. My attendance at Company premises and exposure to other individuals within Company premises;

2.2.2. My use of any amenities and/or equipment provided by Company;

2.2.3. My participation in any activity, class, program, and/or instruction provided by Company or on Company premises;

2.2.4. The sudden and unforeseen malfunctioning of any amenities and/or equipment provided by Company or on Company premises;

2.2.5. Company instruction, training, supervision, or dietary recommendations; and/or

2.2.6. My slipping and/or falling while in the facility or on Company's premises, including, but not limited to, adjacent sidewalk areas, stairs, and elevators.

2.3. I agree that this Waiver & Release of Liability, including for any Company negligence, shall be binding upon my spouse, heirs, executors, administrators, and assigns.

3. Indemnification:

3.1. I AGREE TO INDEMNIFY, REIMBURSE, AND HOLD HARMLESS Company against any claims (including, without limitation, for damages and any legal costs and expenses) arising out of or connected to my use of any of the facilities, equipment, premises, and/or services of Company, including but not limited to the following:

3.1.1. Claims made by me, my parent(s)/legal guardian(s), or others arising out of or connected to an injury (including, without limitation, serious injury, severe illness, illness related to pandemic or epidemic (such as COVID-19), or death) to me; and/or

3.1.2. Claims of co-participants, rescuers, or others arising out of or connected to my conduct at Company premises or using Company facilities, equipment, premises, and/or services.

4. Safety Rules:

4.1. By entering any Company facility, I agree to abide by the following safety rules, as well as other safety rules communicated or posted at the facility and/or online:

4.1.1. All individuals must hit from the mat only (i.e., individuals must not swing golf clubs while standing off of the mat) and must aim toward the golf simulator screen.

4.1.2. Only the individual who is taking a turn may stand on the mat. All other players,

spectators, and other individuals must stay behind the designated mat boundary.

4.1.3. All individuals under the age of 16 must be supervised by an adult while on Company premises.

4.1.4. All individuals must refrain from throwing golf balls.

4.1.5. All individuals must use common sense and be mindful of their circumstances/surroundings to avoid injuring other persons or property.

4.1.6. All individuals must follow all Company guidelines and preventative measures to reduce the spread of COVID-19 (and related illnesses).

5. Injuries:

5.1. I will immediately report any accident or injury suffered in Company's facilities to a staff person and will provide a written report from my doctor within a reasonable time upon request.

5.2. I authorize emergency medical care and assume all related costs.

6. Property Damage:

6.1. I agree to pay for damage to Company equipment and premises and third party property caused by me and/or my guests (or guests') careless use of equipment or other intentional or negligent acts.

7. Permission to Use Likeness:

7.1. I grant Company permission to use my likeness in photographs and video in any and all of its publications and in any and all other media, in perpetuity, and for other use by Company. I will make no monetary or other claim against Company for the use of such photographs and video.

8. Minors:

8.1. If I am signing for a minor participant, I represent that I am the minor's parent or legal guardian or I have permission from the minor's parent or legal guardian to sign on behalf of the minor's parent or legal guardian to, among other things and as set forth more fully in sections 1-7 above and 8.2 below, assume all risk and release Company from all liability for any injury (including, without limitation, serious injury or death) to the minor.

8.2. As set forth more fully in sections 1-7 above as applied to the minor participant, I expressly:

8.2.1. Assume all risk of the minor's injury (including, without limitation, serious injury, severe illness, illness related to pandemic or epidemic (such as COVID-19), or death) or loss;

8.2.2. Release Company from all liability for any claims for such injury or loss arising out of or connected to the minor's entry onto Company premises and/or minor's use of any Company facilities, equipment, amenities and/or services, regardless of whether such injury or loss was caused by Company negligence; and

8.2.3. Agree to indemnify, reimburse, and hold harmless Company against any claims (including for damages and any legal costs and expenses) arising out of or connected to the minor's use of any of the services, facilities, equipment, and/or premises of Company.

8.3. Each section in this Waiver & Release of Liability applies to the minor (e.g., minor's entry on Company premises, use of Company equipment or facilities, participation in any services or instruction provided by Company or on Company premises, and/or potential injury resulting from any such entry, use, participation, or similar activities).

9. Severability:

9.1. If any part of this Waiver & Release of Liability is found to be invalid or unenforceable, the remainder of the Waiver & Release of Liability will remain in full force and effect.

10. Integration:

10.1. I understand and agree that no oral or written communications can or will alter the contents of this Waiver & Release of Liability.

11. Governing Law & Venue:

11.1. This Waiver & Release of Liability is governed by the laws of Michigan and the parties hereto agree to the venue of Washtenaw County.

12. Payment, Refund, & Cancellation Policy:

12.1. Payment for all products, services, and special programs is required in full at the point of sale. All sales are final, all payments for products, services, and special programs are non-refundable and services are non-transferable. Company reserves the right to terminate an individual's enrollment in any program or membership at any time. If such termination is due, in the sole judgment of Company, to the unsafe, disruptive, uncooperative, negligent, reckless, or otherwise improper acts or omissions of, or violation of any policy or rule of Company by the client, all amounts previously paid, will be forfeited. Cost for the Practice Club is \$200 monthly.

13. Tee Times & Range Times for the Practice Club:

13.1 Any time for the outdoor driving range with unlimited range balls when the golf course is open.

13.2 Any time for Trackman simulator bays for 60 minutes per day on Monday-Sunday.

13.3 Monday-Thursday \$49 for 18 holes with cart.

By signing this Waiver & Release of Liability, I acknowledge that I have read this Waiver & Release of Liability and understand all of its terms. I execute this Waiver & Release of Liability voluntarily and with full knowledge of its significance. I fully understand that I am hereby relinquishing substantial legal rights, including the right of financial recovery for injury, whether the injury results from the inherent risks of the activity or from the ordinary negligence of Company. I expressly agree that this Waiver & Release of Liability shall be binding upon my spouse, parents/legal guardians, heirs, executors, administrators, and assigns.

Signature of Participant or Parent/Legal Guardian Below:

☐ By checking this box, I agree to have read and agree to the legal agreement above.

Email signed forms to: WBlevins@EagleCrestResort.com