



MEMBERSHIP APPLICATION 2019

GOLF MEMBERSHIP Application 2019

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|------------------------------------------------------------|-------------|-------------|-----------|---------------------|-------------|----------------------------|-------------|
| Mr. <input type="checkbox"/> | Name (Last) | (First) | (Initial) | Birth date (m/d/yr) | Age | M <input type="checkbox"/> | Spouse Name |
| Ms. <input type="checkbox"/> | | | | / / | | F <input type="checkbox"/> | |
| Address | | | City | | Postal Code | | |
| Email | | | | Home Number | | | |
| Emergency Contact (Friend or relative not living with you) | | How Related | | Work or Cell Number | | | |

Legacy Pines Golf & Country Club Inc referred to in this Agreement as "LPGCC".

Your use of the Clubhouse, Tennis Courts, Putting Green, Parking Areas and Golf Course operated by the "LPGCC", will be governed by this agreement. The words "you", "your" and "yourself" refers to the customer named in the space provided above and who signs below. The words "we", "our", and "us" refers to the "LPGCC", its representatives and assignees.

As a member, you shall be entitled to use for recreation and exercise and related permitted activities, the Clubhouse, during its respective usual business hours. Your membership starts when our authorized signatory signs this application and delivers a copy to you.

CLUBHOUSE MEMBERSHIP 2019

| | | | |
|--------------------|-------------------------------------------------------------------------------------------------------|---------------------|----------|
| Golf Membership | Standard Walking Golf First Legacy Pines Resident \$1200 + HST | \$1356.00 | \$ _____ |
| | Second Legacy Pines Resident (living in same home) \$650 + HST | \$734.50 | \$ _____ |
| Social Membership: | Includes: Tennis, Fitness Room, One (1) Event Bookings Fee Waived and two (2) golf passes \$250 + HST | \$282.50 | \$ _____ |
| Discounts | Early Bird Golf Discount (April 2019) \$50 / golfer (Cheque only to receive discount) | \$56.50 | \$ _____ |
| | For security and safety reasons Legacy Pines will be a cash free operation in 2019. | FINAL TOTAL: | \$ _____ |

| | | |
|---------------------------------|------------|-----------------------|
| C. MEMBERSHIP START DATE | Start Date | _____ / _____ / _____ |
| | | (month) (day) (year) |



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RELEASE OF LIABILITY

In consideration of the Companies accepting my membership application, and permitting my use of the Clubhouse, Tennis, Fitness Facilities and/or Golf Course, I hereby agree to waive any and all claims that I have or in the future may have against the LPGCC, its directors, officers, employees, agents and representatives, (all of whom are hereinafter collectively referred to as "Releasees") and to release the Releasees from any and all liability for any loss, damage, expense, injury that I may suffer, or that my next of kin or guest may suffer as a result of my use of the equipment and premises of the Clubhouse and Golf Course due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE USE OF THE EQUIPMENT AND PREMISES REFERRED TO ABOVE. I TAKE RESPONSIBILITY FOR MY GUEST AND SHALL BEAR ALL LIABILITY ARISING FROM MY GUEST'S ACTIONS.

I acknowledge that I have received and carefully read a copy of this agreement (1st, 2nd, 3rd, 4th, and 5th page). This "Agreement" shall mean the contents of this Membership Application.

AGREED TO, EXECUTED AND ACKNOWLEDGED BY:

Witnessed By: _____ Mr. Mrs. Miss Ms _____

Authorized Signatory _____ Please Print Name _____ Age _____

Signed (Applicant) _____ * Date _____

We hereby agree to perform or cause to be performed all of the obligations contained in the agreement.

Witnessed By: _____ Mr. Mrs. Miss Ms _____

Authorized Signatory _____ Please Print Name _____ Age _____

Signed (Co-Applicant) _____ * Date _____

We hereby agree to perform or cause to be performed all of the obligations contained in the agreement.

Witnessed By: _____ Date _____

Legacy Pines Golf & Country Club Inc,

I permit Legacy Pines Golf and Country Club to send periodic emails regarding golf course and club information.

ASSIGNMENT – You may not assign this Agreement. You acknowledge and agree that this agreement and promise to pay may be assigned by the Clubhouse as its sole option to a third party. You hereby authorize and consent to a personal credit investigation by the Clubhouse or Assignee.

CHANGING THIS AGREEMENT – Neither you nor we may change the agreement unless such changes are agreed to in writing signed by both you and us, with the exception of



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calculation errors.

ENTIRE AGREEMENT – You and us acknowledge that this Agreement, and any negotiable instrument executed contemporaneously herewith, constitute the entire understanding between you and us, and that no other understanding or Agreement exists between you and us, and that neither we nor any of our representatives or employees have made any express or implied warranties or representation of any kind (including without limitation that our programs, facilities or advice have been agreed to or approved by any medical authority) other than those warranties or representations set forth in this agreement.

SEVERABILITY – If any portion of this agreement is held to be invalid, the remainder of this Agreement shall remain in full force and effect. Cancellation of this Agreement – You have (5) days after signing this agreement to rescind it in writing.

Upon Default of any of the agreed upon payments the Clubhouse, its assignee, or Agent may at its option and upon 10 days written notice to you declare the whole or any part of the balance due immediately or cancel the membership.

You agree that, while you use the Clubhouse and its facilities, your conduct will at all times be such that it presents no danger to other members or staff, and does not interfere with the quiet enjoyment of the other members or staff or disrupt the staff in performing their duties. The Clubhouse in its absolute discretion may suspend or cancel the rights, privileges or membership of any member for any reason, at any time, without refund of any monies paid and should this occur, the member agrees that no action shall be taken against the Legacy Pines Golf and Country Club Inc. and releases Legacy Pines Golf & Country Club Inc. from any and all liabilities relating to the cancellation of the membership.

You represent and warrant to us that all information supplied by you on the reverse is true and that you are physically able to proceed with the exercise and to use the facilities at the Clubhouse.

This agreement shall be construed according to and governed by the laws of the province in which it is signed and the laws of Canada applicable therein. The terms of this contract are subject to the provisions of the Prepaid Services Act, 1988.

USE OF FACILITIES

You alone are responsible for attending the Clubhouse for the specific periods of time mentioned in this Agreement. It is a condition of the use of the facilities and premises by any person including yourself that such person voluntarily assumes all risks of accident or damage of person and property and loss thereof. We shall not be liable for any claim, liability or demand of any kind for or on account of, personal injury or damages, or loss of any kind sustained by any person, heirs, executors or administrators, whether caused by negligence, fault, failure, breach of contract or otherwise.



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This agreement is non-cancelable and non-transferable by you for any reason whatsoever other than those set forth herein, and no subsequent modification of this agreement may be made except in writing and agreed to by all parties. You certify that you are of legal age at the time of signing this agreement.

RULES AND RULES AND REGULATIONS

You agree to abide by the rules, regulations and privileges of membership outlined herein and posted throughout the Clubhouse. We reserve the right to take whatever action is deemed necessary to ensure that you or any guests of yours comply with such rules, regulations and privileges. Please see the Clubhouse Etiquette Form to familiarize yourself with our policies. The Clubhouse reserves the right to change the rules and regulations from time to time to keep up to current standards. Please adhere to them in a strict manner to ensure each visit is enjoyable for all members.

HARMONIZED SALES TAX (HST) will be applied to all payments to the Clubhouse. HST is subject to change without notice. You hereby authorize us to execute a further payment authorization to the extent necessary to increase or decrease payments for any monthly dues, fees or other payments for any monthly portion of the Registration Fee(s) as required by any increase or decrease in any HST owing with respect to such payments.

MEMBERSHIP:

All basic membership facilities in consideration of our granting you immediate use of the Clubhouse and facilities you shall pay us the fees after which your membership in the Clubhouse will be maintained until the expiry date. So long as you are a member, you shall be subject to all other terms of this agreement. You must at least hold a Social Membership in order to book the Clubhouse. Failure on your part to take advantage of the privileges of membership shall not relieve you from liability for dues. The Clubhouse reserves the right to charge additional fees for additional services or equipment.

HOURS OF OPERATION: The scheduled hours of operation are as posted. Times will change at the discretion of LPGCC. The Clubhouse or sections of it may be closed for private events without notice. The Golf Course, Clubhouse and Tennis facilities will be open from May 1st until October 31st, 2019. These facilities will be closed from October 31st until April 30th, 2020.

PARKING: No Parking is allowed on Zimmerman Drive for club use. Please use the designated parking lot. You must have a valid golf or social membership in order to park on the clubhouse parking lot overnight. The pass is valid for 2019 and is not transferrable to



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other vehicles.

PRIVATE EVENTS: The Club is available for private events. Please enquire with the representative on duty.

CLUB ETIQUETTE: Please read and observe the Club Etiquette section of this Agreement.

GOLF: Membership is for the 2019 season (length of season determined by weather conditions.)

All members and guests are required to sign in at Clubhouse. Allow approximately 2 hours per 9 holes.