

<u>Social Membership</u>		<u>Amount</u>	<u>Details / Privileges</u>
<input type="checkbox"/>	SOCIAL Annual Membership	<input type="checkbox"/> Monthly \$20	<ul style="list-style-type: none"> • Access to F/B charge account and privileges • Discounted golf rates • 20% Discount on Warrior products • 10% Discount on pro shop merchandise • 10% Discount on food/ beverages (excluding alcohol)
		<input type="checkbox"/> Annual \$240	

<u>Cart/Trail Plan</u>		<u>Amount</u>	<u>Details / Privileges</u>
<input type="checkbox"/>	CART FEE Annual Pass	<input type="checkbox"/> Monthly \$100	<ul style="list-style-type: none"> • Unlimited use of the Club's golf cart on the course for a single person
		<input type="checkbox"/> Annual \$1,100	
<input type="checkbox"/>	TRAIL FEE Annual Pass	<input type="checkbox"/> Monthly \$75	<ul style="list-style-type: none"> • Unlimited use of your privately owned golf cart on the course.
		<input type="checkbox"/> Annual \$825	

Members enjoy full club privileges including access to a 18-hole golf course, a clubhouse with full service bar, free range use as well as a full calendar of golf and special events. Cart fees are not included in a membership unless you select the cart or trail plan. Cart rental fees are \$15 for 18 holes or \$9 for 9 holes *All fees are subject to tax.

Payment Information

Checking (Attach voided check)

VISA/ MC/ DISCOVER/ AMERICAN EXPRESS

Name on Card: _____

_____ - _____ - _____ - _____ Expiration: ____/ ____

Yes, please charge my card

No, please don't use this card

Authorization for Payment of Fees - Electronic Bank Draft or Credit/Debit Card

I authorize Runaway Bay Golf Club and the financial institution or credit card company named above to deduct the amount of my monthly fee from the account identified above. I understand my automatic payment will be deducted on the last day of each month. Changes in bank account or credit card information must be submitted by completing a new Membership application form and filling out the payment information section. Changes must be received by the last day of the month in order to be processed for next month's payment. Cancelling a bank draft or credit card does not cancel a membership. In the event that a bank draft is revoked or an account is closed and new bank or credit card 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. Account balances due to the Club shall be payable no later than 30 days following the statement date. If any payment is not received within 90 days of the due date, the applicant hereby authorizes the Club to charge the amount due, plus any applicable fees or penalties, to the credit card listed on the account. Early termination will only be accepted in the event of a member who passes away or a member who has accepted a military assignment out of the area. **A \$30.00 return fee will be charged for each returned bank draft or declined credit card (i.e. Revocations, Closed Accounts, & Non-Sufficient Funds).**

I would like my monthly statements to be: E-Mailed FREE (Go Green!) Paper Statements Mailed (\$25 Annual Fee)

I agree to abide by the following:

I agree to abide by all rules, regulations and bylaws of Runaway Bay. I understand and agree that this membership will begin on the date that this Contract is signed and will run continuously, renewing on an annual basis, until a cancellation form is filled out and submitted by the Member or notice of cancellation is mailed by Runaway Bay. I understand that this membership will automatically renew for all subsequent years unless cancelled pursuant to this agreement. I also understand that management reserves the right to increase the fees for subsequent membership terms by notifying me in writing 30 days prior to the start of the new membership term at my last known address or email. I further understand that the initiation fee is a non-transferable, non-refundable fee. I understand that

in the event of a default of this Membership Agreement by the Member, Runaway Bay shall have the option to revoke my membership and all rights and privileges of Runaway Bay with no refund of any amount previously paid. Member hereby agrees that no formal notice of default shall be required even if the nature of the default relates to failure to pay monthly dues, fees, charges, or any violation of Runaway Bay Golf Club rules and regulations.

Memberships may be cancelled by the member by completing a Cancellation Form available at Runaway Bay Golf Club and will be honored under the following terms: The membership is for a one-year mandatory period and automatically renews for another one-year period unless a Cancellation Form is completed and received within 30 days of the start of next membership renewal (i.e. the start of the following year in an annual membership). If a member chooses to cancel their contract before the end of the one-year membership period, whether under a monthly or annual payment agreement, they will be subject to pay a \$500 early cancellation fee. **Your membership contract will remain valid until a Cancellation Form is completed or notice of cancellation is mailed or e-mailed by Runaway Bay.** If I wish to terminate my membership, I must complete the Cancellation Form and mail to: **15 Mason Irvine, CA 92618 or fax to (866) 863-8941 or Email: Membership@WarriorCustomGolf.com.** Runaway Bay, may at any time after the first year of membership, cancel, modify or change any membership costs and/or privileges upon written 30 day notice mailed to the last known address of the member. Any notice sent by Runaway Bay is calculated from the earlier of the date the notice is mailed, e-mailed or received in-person.

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. I am aware of the risks of illness or injury inherent in any golf or exercise activity. These injury risks include, but are not limited to: being hit by golf balls, golf clubs, golf carts, or lightning; 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, strains or injuries. I am participating in the Club's programs upon the express understanding that I hereby indemnify, defend, waive and release the Club, its employees, agents, officers, Directors, Successors, and Assigns from any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs (hereafter referred to as the "Claims") arising out of my participation and the participation of my family and guests 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 defend, indemnify and hold harmless.
2. Runaway Bay golf course and facilities will be maintained to allow for normal golf activities. There is no guarantee as to the condition of the course or any amenity included in this membership. Members will have access to amenities listed in this agreement subject to availability, which is to be determined at the sole discretion of Runaway Bay. Certain private and public events may dictate that the golf course, practice areas, restaurant and/or other areas of Runaway Bay be closed. Member understands and agrees that nothing in this Membership Agreement shall entitle member to any of the facilities on any particular day nor to any discount or refund on account of any limited access. Member further understands that access to the course, practice facility and the restaurant and other privileges and benefits may be limited by Runaway Bay as necessary. No member is entitled to a refund or return of amounts due to damage to or condition of the golf course or any amenity. Further, Runaway Bay shall have no liability for temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions or any and all other matters beyond control of Runaway Bay.

Miscellaneous Provisions

Entire Agreement: This Membership Agreement constitutes the full and entire Agreement between the Parties hereto and such Parties acknowledge that there is no other Agreement, oral and/or written, between the Parties hereto.

Severability. Should any term, provision, covenant and/or condition of this Membership, or any clause of part thereof, be held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, it shall be deleted from this Membership Agreement, and the balance of the Membership Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Assignment: The member's rights, privileges or interests under this Membership Agreement are not assignable or transferable. However, Runaway Bay may assign its interest in this Membership Agreement, and the liability of the assignor shall be terminated as to events occurring after assignment.

Modifications: This Membership Agreement may be amended or modified only by a writing signed by the Member and a manager from the Warrior Golf Corporate office located at 15 Mason Irvine, CA 92618.

Counterparts: This Membership Agreement may be executed in counter-parts with the same effect as if all original signatures were placed on one document and all of which together shall be one and the same Agreement.

Member Signature:	
Start Date: / /	Renewal Date: / /

Pro Shop Associate: _____ Total Amount\$ _____