

**Augusta County Club and Fitness LLC Membership Agreement and Waiver**

Account # \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**AUGUSTA**

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		

Membership Type	Monthly Rate						Payment and Membership information			
	Student (ID Req'd)		Individual (16 ½yo+)		Family		Already a Member?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Membership Start Date	____/____/____
	Mo	Yr	Mo	Yr	Mo	Yr				
Golf Only	<input type="checkbox"/> \$25	<input type="checkbox"/> \$300	N/A	N/A	N/A	N/A	First Pmt Date: ____/____/____	Monthly Pmt Date	15 <sup>th</sup> (for entire calendar month)	
Fitness Only	N/A	N/A	<input type="checkbox"/> \$20	<input type="checkbox"/> \$240	<input type="checkbox"/> \$30	<input type="checkbox"/> \$360	Pro-Rated Fees Paid Today: \$_____			
Golf and Fitness (no cart)	<input type="checkbox"/> \$35	<input type="checkbox"/> \$420	<input type="checkbox"/> \$45	<input type="checkbox"/> \$540	<input type="checkbox"/> \$70	<input type="checkbox"/> \$840	Prorated Payment	<input type="checkbox"/> Cash	<input type="checkbox"/> Check	<input type="checkbox"/> Credit Card (No debit)
Golf, Fitness, and Cart	<input type="checkbox"/> \$55	<input type="checkbox"/> \$660	<input type="checkbox"/> \$90	<input type="checkbox"/> \$1080	<input type="checkbox"/> \$140	<input type="checkbox"/> \$1,680	<input type="checkbox"/> ACH (Attach voided check for checking or deposit slip for savings acct)			
<b>Add-Ons</b>							Credit Card	<input type="checkbox"/> Visa	<input type="checkbox"/> MC	<input type="checkbox"/> Amex
Reciprocal Membership at Prairie Trails Golf	<input type="checkbox"/> \$10 w/ cart	<input type="checkbox"/> \$120w/ cart	<input type="checkbox"/> \$15 w/ cart	<input type="checkbox"/> \$180 w/ cart	<input type="checkbox"/> \$20 w/ cart	<input type="checkbox"/> \$240 w/ cart	CC#		Exp Date	CVV
Unlimited Driving Range Balls	<input type="checkbox"/> \$20	<input type="checkbox"/> \$240	<input type="checkbox"/> \$20	<input type="checkbox"/> \$240	<input type="checkbox"/> \$20 /per	<input type="checkbox"/> \$240	<b>Family Members</b>			
Trail Fee/ Approved Personal Golf Cart	<input type="checkbox"/> \$25	<input type="checkbox"/> \$300	<input type="checkbox"/> \$25	<input type="checkbox"/> \$300	<input type="checkbox"/> \$25	<input type="checkbox"/> \$300	<b>Name</b>	<b>DOB</b>	<b>Email (required for all fitness members 16 yo+)</b>	
<b>Subtotal</b>								____/____/____		
<b>Tax (8.5%)</b>								____/____/____		
<b>Total</b>								____/____/____		

\*Additional Water Fee may be assessed as needed up to a maximum of \$150/year or \$25 per month per membership

This **Membership Agreement and Waiver** (this "**Agreement**") is between the individual(s) listed above (referred to as "I" or "me") **Augusta Country Club and Fitness LLC**, a Kansas limited liability Company (the "**Club**"). This Agreement includes the terms above and the Rules (defined below). This Agreement is effective on the date that it is signed by the Club.

**1. Purchase of Membership.** I hereby purchase a membership upon the terms of this Agreement, which will include the rights and privileges provided in this Agreement, including the right to use the golf course, clubhouse, any gym or fitness center (if included in my membership), and any other rights and privileges that the Club makes available to me from time-to-time (which may require additional fees) (collectively, the "**Activities**"). All persons listed above (and that the Club allows to be added in the future) are part of the same membership. **All members on the family membership must live in the same household up to age 26 years of age and currently attending school with a valid school ID or under the age of 21 and not attending school, and be immediate family, defined as Husband, Wife, and Children.**

**2. 12-Month Membership Term and Automatic Renewal.** I understand and agree that my membership is for an initial 12-month period starting on the Start Date stated above, and will automatically renew for an additional 12-month period upon the end of the preceding initial 12-month membership term or renewal 12-month membership term until terminated. If I am a current member, my current 12-month membership term will continue subject to this Agreement, but will not start over.

**3. Payments.** Payments will be due each month on the monthly payment date stated above, or if you select to pay annually, on each year anniversary of your membership (the "**Payment Date**"). There are no refunds on any payment and all sales are final. If membership dues are not paid within 60 days after enrollment, I agree that I may be required to pay an additional enrollment fee. I agree to pay all amounts incurred on my membership account. If I am already a member when I sign this, I authorize you to continue processing my payment method on file.

**4. Rules and Policies.** I agree to comply with all rules and policies posted by the Club in any facility, course, or online at [www.accgf.com](http://www.accgf.com), and all other rules and policies that the Club provides to me from time-to-time (collectively, the "**Rules**"). The Club may modify Rules or adopt new Rules at any time upon posting the new or modified Rules in any facility, course, or by providing written notice of the new or modified Rules.

**5. Scheduling Tee Times.** Tee times can be scheduled by calling. They are highly recommended / required on weekends and Holidays. Available tee times will be determined solely by the Club, and will only be available during operating hours, which may be changed from time-to-time. I understand and agree that I must provide all information the Club requires to schedule a tee time, and must cancel at least 72 hours in advance in writing or using the online system (if that functionality is provided). To help keep membership dues reasonable, the Club may book non-member groups and parties in its sole discretion, which may limit available tee times. The Club may periodically close the course(s) or facility(ies) to member access in its sole discretion upon at least 2 days

notice for scheduled events, and without advance notice for any emergency or to comply with applicable laws or government orders.

**6. USGA Course Rules.** USGA rules will govern play must be observed.

**7. No Outside Alcoholic Beverages.** No outside alcohol is permitted on any Club property. If you are caught with outside alcohol, you will be asked to leave and we can revoke your membership without refund. Beverages are available for purchase inside the clubhouse.

**8. Guest Policy.** Guests must be signed in at the Pro-Shop counter and must sign a waiver before being permitted to engage in any Activity. Guest fees must be paid prior to engaging in any Activity at the rate per visit as posted in the Pro-Shop for the applicable club, which may be changed from time-to-time. **No guests are permitted in the gym. You will be charged \$10 per person, per time you let them in the gym with you. No exceptions.**

**9. Gym Access.** Only members who have paid for access to the gym and have signed a waiver will be entitled to use the gym, subject to the other terms of this Section. No one under the age of 12 (including infants) are permitted in the gym area. Children between the aged 12 through 15 are only allowed on the cardio equipment or hand weights and must be accompanied by an adult. The Club may revoke any member's right to use the gym if it determines that the member has violated this Agreement, any posted rules, or is otherwise not using the gym in a safe manner. In order to access the gym, you must download and use the mobile app we designate from time-to-time.

**10. WAIVER AND RELEASE OF LIABILITY.** In consideration of being permitted by the Club to engage in the Activities and in recognition of the Club's reliance on this Release, I agree to all the terms and conditions set forth in this Section (this "Release"). **This Release applies equally to, and is made on behalf of, all persons on my membership, including, but not limited to, all minors, and applies equally to all Activities engaged in at reciprocal membership clubs.**

a. I am aware and understand that the Activities are potentially dangerous and involve the risk of illness, injury, disability, death, and/or property damage, and that engaging in the Activities may increase those risks. I am aware of the highly contagious nature of bacterial and viral diseases including **Covid-19** and other infectious diseases (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Activities, which may result in serious illness, personal injury, disability, death, and/or property damage. **NOTWITHSTANDING THOSE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM ENGAGING IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE CLUB OR OTHERWISE.**

b. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Club, any reciprocal membership club, and their respective officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activities, even if resulting in whole or in part from the acts or omissions of the Releasees. I agree not to make or bring any such claim against any Releasee, and forever release and discharge the Club and all other Releasees from liability under such claims.

**11. My Right to Terminate My Membership.** I understand and agree that I may only terminate my membership as provided in this Section. I may terminate my membership by providing at least 30 days' advance written notice to the club before my 12-month contract is set to renew, and my termination will be effective at the end of my then-current 12-month term. If the Club makes any material Modification (defined below), I may terminate my membership by providing at least 30 days' advance written notice prior to the Modification taking effect, and my termination will be effective on the first Payment Date after the Modification takes effect. If I (or anyone on my membership) die or accept a military assignment to a location that is farther than a 1-hour drive from the Club (for more than 30 consecutive days during my membership term), then I may terminate my membership upon 15 days' advance written notice, effective on the next Payment Date (the Club require may me to provide supporting documentation).

**12. The Club's Right to Terminate or Suspend My Membership.** The Club may suspend my membership if I fail to pay any amount when due, or if I violate any term of this Agreement. The club may terminate my membership upon at least 10 days' written notice (or immediately if the Club determines I am a danger to myself, others, or the property of others), if I fail to make any payment when due, or if I otherwise breach this Agreement, and may temporarily or permanently revoke certain privileges. In addition to any other rights it has, the Club may terminate my membership effective at the end of my then current 12-month term upon providing at least 30 days' written notice to me. Suspension of my membership will prevent me from enjoying the benefits of my membership but will not relieve me of my payment obligations and will not extend my membership beyond the scheduled term.

**13. Acceleration of Membership Dues.** If the Club terminates my membership, or if I fail to make any payment within 10 days of when due, at the Club's option, I must pay all dues owed for the remainder of the applicable 12-month term.

**14. Written Notices will be provided by Email.** Emails will be effective when sent to any email address associated with the membership account. I understand and agree that I may only send notices to the Club by email to info@accgf.com. Notices to the Club will only be effective when the Club confirms receipt in writing by replying or providing a read receipt.

**15. Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties relating to the subject matter of this Agreement. Any promises, representations, understandings and/ or agreement pertaining directly or indirectly to this Agreement, which is not contained in this Agreement, are of no force or effect. **Additional terms posted at [www.accgf.com](http://www.accgf.com) are an important part of this Agreement and are incorporated into this Agreement by reference, by signing below, I agree that I have read, understand and agree to those terms.**

**16. The Club May Modify this Agreement.** I also understand that the Club reserves the right to modify (each, a "Modification") the rates, charges, or other terms of this Agreement by providing me with at least 90-days' advance written notice; except that only 30 days' notice is required for notice of changes to rates and charges, and such changes will take effect on the next Payment Date. If the Modification is material and I do not wish to be subject to those changes, my only option will be to terminate my membership as provided in the Termination section above, which I may do without penalty, and without being entitled to a refund.

<b>AGREED:</b>		<b>ACCEPTED:</b>
Sign: _____	Sign: _____	<b>Augusta Country Club and Fitness LLC</b>
Print name: _____	Print name: _____	By: _____
Sign: _____	Sign: _____	Name: _____
Print name: _____	Print name: _____	Title: _____
Sign: _____	Sign: _____	Date: _____
Print name: _____	Print name: _____	

