



**OLD TRAIL  
JUNIOR GOLF PASS  
Application & Agreement**

**JUNIOR APPLICANT INFORMATION**

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Age/Birthdate \_\_\_\_\_

**PARENT/GUARDIAN INFORMATION**

Name (Please Print) \_\_\_\_\_

Cell Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION (if other or in addition to parent/guardian)**

Name (Please Print) \_\_\_\_\_

Cell Phone \_\_\_\_\_ Home/Work Phone \_\_\_\_\_

<b>Junior Golf Pass</b>	<b>2021 Fee</b>
<input type="checkbox"/> <b>May 15 – September 15, 2021</b>	<b>\$650.00</b>

**UPON SUBMISSION OF THIS APPLICATION AND AGREEMENT, AS WELL AS PAYMENT OF THE APPROPRIATE FEES, THE APPLICANT WILL BE GIVEN A JUNIOR GOLF PASS, WHICH AFFORDS UNLIMITED GOLF DURING THE TIME FRAME AFFORDED BY THE PROGRAM SELECTED ABOVE. NO PRORATE WILL BE OFFERED FOR APPLICATIONS SUBMITTED AFTER THE START DATE OF THE PROGRAM SELECTED ABOVE.**

## **PASS TERMS, RULES & REGULATIONS**

1. The undersigned hereby confirms his/her permission as his/her child is applying for a Junior Golf Pass. The undersigned also confirms that his/her child is under the age of 18 and will remain under the age of 18 throughout the use of this Pass. If the Junior Golf Passholder reaches 18 years of age before the completion of this program, any unused portion will be forfeit.
2. The undersigned understands that the Junior Golf Pass program affords unlimited golf with no additional green fees from **April 1, 2021 or May 15, 2021 to September 15, 2021**, according to the program selected above. At the conclusion of the Junior Golf Pass period, the privileges afforded to the Junior Passholder will be terminated, unless the Junior Passholder applies for and pays the associated fees as a Junior Club Member.
3. The undersigned agrees on behalf of his/her child to become a Junior Golf Passholder of Old Trail Golf Club (the "**Club**") for the right and a license to use the Club Facilities pursuant to the terms of this Pass Agreement, including any addendum to this Agreement and the Rules (as defined below). The undersigned agrees to pay any and all Fees, Dues and Charges, subject to the provisions set forth in this Pass Agreement. Terms not defined in this Pass Agreement shall have the meaning set forth in the Rules, as may be amended from time to time.
4. The undersigned understands that he/she is obligated to keep a valid approved credit card on file with the Club at all times and that the undersigned is responsible for any amounts that are not paid by the credit card company. The undersigned expressly authorizes the Club to charge the credit card on file for such Dues, Fees and other charges as they are incurred by the Junior Pass Member. If at any time the Passholder's dues and/or other charges are 60 days past due, the undersigned understands the playing privileges of the Junior Pass will be suspended until the account is paid in full.
5. All offerings, prices and dues are subject to change without prior notice.
6. All Junior Golf Passholders are required to present the Junior Golf Pass and valid ID at time of check-in. Old Trail Golf is not responsible for lost or stolen Junior Golf Passes; a \$5 replacement fee will be assessed for a new pass.

## **ACKNOWLEDGEMENTS**

1. I, the undersigned, understand and acknowledge that the Junior Golf Pass is non-transferable. Any prepaid dues will not be refunded under any circumstance, and that this Pass Agreement provides only a revocable non-exclusive license to use the Club Facilities and services, and that I am not entitled to any equity or assets of the Club, ownership rights, voting rights, or any other form of ownership or control of the Club or its owners resulting from this agreement.
2. I understand and acknowledges that the Club may terminate or recall the Junior Golf Pass at any time for any or no reason.
3. I acknowledge that the golf course and other facilities are open to the public and host daily fee golfers, corporate and charity outings on a regular basis and that the golf course may not be available each time, my child, the Junior Passholder chooses to play.
4. I understand that Junior Passholders under the age of 14 must be accompanied by a parent or guardian, unless arrangements have been made with approval by the Head Golf Professional and/or Club Management. I acknowledge that Junior Passholders under the age of 16 may not drive or otherwise operate a golf cart, and Junior Passholders of the age 16+ must present a valid driver's license to rent, drive, or otherwise operate a golf cart. I understand that acting against either of these policies may result in the suspension or termination of my, or my child's Junior Golf Pass.
5. I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to use is undertaken with knowledge of possible risk of injury. I hereby accept any and all risk of injury to myself, my guests and family sustained while using the Club Facilities or involved in any event or

activity incident to use of the Club. In accepting the risk of injury, I hereby expressly release the Club and its owners, directors, officers, members, employees and agents from any and all loss, cost, claims, injury, damages or liability sustained or incurred by myself and any family or guests resulting from or arising out of any conduct or event connected with the Club and use of any of the Club Facilities.

6. I hereby agree to indemnify, defend and hold Old Trail Golf Club and Old Trail Golf Club, LLC, a Virginia limited liability company (and their respective owners, directors, partners, officers, operators, employees and other agents) harmless from and against any and all liabilities, costs (including reasonable attorney's fees), claims, demands, damages, causes of action incident to or arising out of or relating to the acts or omissions of myself, my family and guest(s), and our respective use or occupancy of the facilities. In addition, by executing this agreement, I hereby voluntarily assume all risks of accident or damage to my person or property, and the person or property of my family and guest(s), arising out of or relating to the use or occupancy of the facilities including but not limited to errant golf balls, operation of a golf cart, adverse weather conditions including lightning.
7. I hereby give the Club my express written permission to contact me at each number, mailing address and/or email address provided to the Club.
8. I acknowledge that the Club reserves the right, in its sole and absolute discretion, to terminate memberships & pass programs in the Club, to discontinue operation of any or all of the Club Facilities, to sell or otherwise dispose of the Club Facilities in any manner, and to make any other changes to the terms and conditions of membership or use of the Club Facilities.
9. Upon the occurrence and during the continuance of any default or breach by me of any obligation under this Agreement, the Rules or applicable law, including but not limited to my failure to timely pay any amounts due to the Club, the Club will have certain additional rights and remedies under the Rules, including, without limitation, the right to suspend the use privileges and to terminate the Junior Golf Pass.
10. I agree that the Club may, in its sole discretion, revoke this Agreement and my license to use without cause or advance notice.

## **PHOTOGRAPHY RELEASE**

1. I hereby consent and authorize Old Trail Golf Club (and their respective owners, directors, partners, officers, operators, employees and other agents) to copyright, use and publish any images in any format taken of me, and/or my family and/or guest(s) while utilizing club facilities or attending club events. I understand these images may be used for a variety of purposes and may appear on the Club website, in the Club newsletter, for promotional materials or any other media now known or to be developed.
2. I also understand that Old Trail Golf Club or any entity authorized by Old Trail Golf Club will use the images exclusively for Club-related purposes and not for any other commercial gain. Because anyone can download an image from the Internet or make copies from printed materials, I also agree that Old Trail Golf Club is not responsible for unauthorized use of the images, and I am aware that I am not entitled to any compensation and that the images may appear with or without my name. By signing below, I acknowledge that I have read and understand this release.

I have received and read a copy of the Rules. I agree for myself and for my family members, invitees and guests to be bound by the terms and conditions of the Rules and all procedures adopted by the Club, all as may be amended from time to time. I ACKNOWLEDGE THAT THE TERMS AND CONDITIONS OF PASS MEMBERSHIP ARE SET FORTH EXCLUSIVELY IN THIS PASS AGREEMENT AND THE RULES (which may be amended by the Club from time to time), AND THAT THE TERMS AND CONDITIONS STATED IN THESE DOCUMENTS SUPERSEDE ANY AND ALL PROMISES, STATEMENTS, REPRESENTATIONS, OR WARRANTIES MADE DIRECTLY OR INDIRECTLY TO ME, VERBALLY OR IN WRITING, REGARDING PASS MEMBERSHIP.

I HEREBY ACKNOWLEDGE THAT I AM BECOMING A JUNIOR GOLF PASSHOLDER FOR THE SOLE PURPOSE OF OBTAINING BENEFITS TO THE RECREATIONAL USE OF THE CLUB FACILITIES NOT AS AN INVESTMENT OR FOR ANY ECONOMIC PROFIT.

This Pass Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by the undersigned and the Club. Notwithstanding the foregoing, the Rules will be amended unilaterally by the Club from time to time as provided herein. This Pass Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Virginia without giving effect to principles of conflicts of law.

*The signatures of both the Parent/Guardian and Junior Golf Pass Applicant are required.*

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

This Membership Agreement shall not be binding on the Club until the acceptance below is signed, and, if accepted, is subject to the terms and conditions stated herein and in the Rules.

**APPROVED AND ACCEPTED: OLD TRAIL GOLF CLUB**

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_