



OLD TRAIL

**OLD TRAIL GOLF CLUB  
Agreement for Membership**

I/We, the undersigned, hereby agree to become a Member of Old Trail Golf Club (the “Club”) for the right and a license to use the Club Facilities available in my category of membership pursuant to the terms of this Membership Agreement, including any addendum to this Agreement and the Rules (as defined below). I agree to pay any and all Fees, Dues and Charges, subject to the provisions set forth in this Membership Agreement and in the category of membership set forth below. Terms not defined in this Membership Agreement shall have the meaning set forth in the Rules, as may be amended from time to time.

**MEMBERSHIP TYPE**

<u>Unlimited Club</u>	<u>2021 Monthly Dues</u>
<input type="checkbox"/> Individual	\$260.00
<input type="checkbox"/> Family	\$365.00
<u>Flex Club</u>	<u>2021 Annual Fee</u>
<input type="checkbox"/> Individual	\$600.00

**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 MEMBERSHIP ARE SET FORTH EXCLUSIVELY IN THIS MEMBERSHIP 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 MEMBERSHIP.**

**DUES, FEE AND OTHER CHARGES**

I understand that membership is subject to payment of Dues, Fees and other charges as the Club may establish, all of which are subject to change from time to time. I agree to pay all Dues, Fees and other charges on or before the due date thereof. I understand that either violation of Club Rules or delinquency in paying any amounts due to the Club may result in suspension and/or termination of my membership privileges. In the event my membership is expelled or terminated, any and all rights I have in the membership shall be terminated.

I agree to be responsible for all charges incurred by my family and guests while using the Club. I further agree that if I am delinquent in paying any amounts due to the Club, the Club shall be entitled to recover from me all costs and expenses that it incurs in attempting to collect the past due amounts, including attorneys' fees and court costs, whether or not suit is filed.

I understand and acknowledge that the Club will require that I provide a valid credit card that will be automatically charged by the Club for any and all unpaid or delinquent obligations owed to the Club, including Dues, Fees and other charges incurred for my membership. I agree to provide the Club with any and all information required to establish such automatic payments, and to keep such information current. I expressly authorize the Club to charge my credit card for such Dues, Fees and other charges.

## **RESIGNATION AND TERMINATION**

I understand that the membership term is 12 months from the date of this agreement and may not be cancelled or resigned by my request prior to the conclusion of the 12-month period. I understand that the membership term will renew annually on the date of this agreement for a 12-month period, and if I elect to resign the membership prior to the completion of any 12-month period, I will incur a penalty fee equal to 50% of unpaid dues.

I understand and acknowledge that my Membership is non-transferable. Any prepaid dues will not be refunded to me under any circumstance. I understand that this Membership 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.

I understand and acknowledge that the Club may terminate or recall my Membership at any time for any or no reason, and that I may resign my membership in accordance with the resignation policies set forth within the Rules, that may be amended from time to time. I understand that upon the resignation of my membership, that I will not be eligible to reapply for membership within a 12-month period from my termination date.

## **ACKNOWLEDGMENTS**

I have inspected all documents and obtained all information that I believe necessary to my decision to execute this Membership Agreement. I further acknowledge that I am not relying on any oral representations in acquiring this use privilege.

I hereby 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 I choose to play.

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 my 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 guests resulting from or arising out of any conduct or event connected with the Club and use of any of the Club Facilities.

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.

I hereby give the Club my express written permission to contact me at each number, mailing address and/or email address I provided to the Club.

I acknowledge that the Club reserves the right, in its sole and absolute discretion, to terminate memberships 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.

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 or terminate my use privileges and to terminate my Membership.

I agree that the Club may, in its sole discretion, revoke this Agreement and my license to use without cause or advance notice. I may resign from the Club according to the terms of resignation as laid out in this agreement and in the Rules. Upon receipt of resignation notice, payment in full of my membership dues, and upon reaching the Termination Date, the membership shall be terminated.

## **PHOTOGRAPHY RELEASE**

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.

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 HEREBY ACKNOWLEDGE THAT I AM BECOMING A MEMBER 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 Membership 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 Membership 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.

*If the Applicant is married, the signatures of both spouses are required. By signing below, spouse acknowledges the foregoing membership terms.*

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Spouse'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 \_\_\_\_\_