

SwingPath GOLF CLUB Membership Agreement

BY PURCHASING A MONTHLY MEMBERSHIP AND ACCESSING CLUB AND CLUB SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS IN THIS MEMBERSHIP AGREEMENT AND LIABILITY WAIVER AS WELL AS THE TERMS & CONDITIONS AND PRIVACY NOTICE POSTED ON OUR CLUB WEBSITE, WWW.SWINGPATHGOLFCLUB.COM.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE CONTACT SWINGPATH GOLF CLUB AS SOON AS POSSIBLE AND DO NOT ACCESS CLUB OR ANY CLUB SERVICES.

Membership Details:

- a. SwingPath GC offers various membership levels providing different benefit packages. Current levels being offered can be viewed on our “Memberships” webpage at www.swingpath.com/memberships and we reserve the right to change membership offerings at any time. Current monthly members will be notified 60 days in advance of any changes being made to their membership level.
- b. Members will pay their initial monthly dues on the first day of their membership and recurring monthly dues will be automatically debited each month on the same day their membership started. (Example- Jim starts his membership on June 5 and makes his first monthly payment. Jim’s next monthly payment will be automatically debited on July 5, and then again on Aug 5 and so on for as long as Jim is a member)
- c. All member bookings are made online via our website or through our booking app, and all member payments are processed through our online payment processing partner. Members agree to provide necessary personal information and payment details that will be securely stored for recurring monthly payments.
- d. No refunds will be issued for any monthly dues payments that have already been processed.
 - i. Members wishing to cancel their memberships may do so at any time before their next scheduled payment is processed. All memberships canceled will remain active until the end of the month for which membership dues have been paid.
- e. Member Guests- Members may invite up to three (3) guests per booking and hereby acknowledge they always assume full responsibility for their invited guests while using the club. **By allowing guests to enter SwingPath GC with**

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you (the Member), your guests are bound by all terms listed in this Membership Agreement and Liability Waiver. Guests under age 18 must be accompanied by a parent or legal guardian. Members may not loan their club access credentials to guests and must accompany their guests at all times (trips to the restroom are not subject to this!).

- f. Members may book one simulator per reservation. This booking entitles the member and their guests to the exclusive use of the simulator, seating area, TV, refrigerator, and Bluetooth speaker for the duration of their reservation.
 - i. Both simulators can be booked for larger groups or other special events by contacting SwingPath GC. Additional fees apply and will vary depending on requested day, time, and length of the booking.
- g. Other member benefits include invitations to participate in SwingPath GC hosted tournaments, leagues and special events that will be developed and managed by the club.
- h. Hosted Special Events/Non-Member Bookings: Members acknowledge that SwingPath GC will make the entire facility available throughout the year for hosted group events that can be reserved by both Members and Non-Members as well as accept occasional Non-Member bookings for one simulator when they are not booked by a member. Members will receive discounted rates on hosted special event bookings, and SwingPath GC agrees to limit the number of hosted special events to no more than 2 per week so that the club remains highly accessible to the members.
- i. SwingPath GC agrees to cap the number of monthly memberships sold if or when it becomes evident that members are not able to book their desired reservations, within reason, on a regular basis.
- j. Members acknowledge that SwingPath GC will donate simulator time to local high school golf teams and coaches during their golf season in an effort to give back to our community.
- k. **Cancellation Policy- Members can cancel their reservations through our booking app up to 3 hours prior to their reservation start time and it will not count against the member's monthly usage.**
- l. **No-show Policy- All no-shows will be recorded as time used by the booking member on their account.**

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Waiver and Release of Liability: My participation in use of the facility (including restrooms located outside of the facility), golf simulators, related equipment, components and amenities is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). It is also reasonably foreseeable that my careless or reckless use of the building, golf simulators, and related equipment will result in damage thereto. Accordingly, I agree to the following:

a. I hereby release and hold harmless Company, its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.

b. I recognize the physical exertion involved in the use of the building, golf simulators, and related equipment, and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.

c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in activities at SwingPath GOLF CLUB.

d. I will be personally liable for any and all damage to the building, simulators, and related equipment caused by my careless, reckless or intentional actions.

e. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of California without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts located in Santa Barbara County, California, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect. I warrant that I have read and understand that this Agreement involves my waiver and

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release of significant rights and my assumption of significant indemnification responsibilities in participating in the event.

3. CLUB SAFETY RULES AND REGULATIONS: I agree to follow all SwingPath GC safety rules and regulations described herein, which are intended to protect the players, spectators and other guests.

SwingPath GC Rules and Regulations

SwingPath GC is frequently unstaffed in an effort to provide a semi-private, custom experience for members and guests. Our promise is to make regular visits to ensure the cleanliness and functionality of all equipment and amenities, and we ask that you do the same by leaving the club in the same condition in which you would expect to find it. Do not leave any food or beverages behind and throw away all trash and recyclables in the appropriate bins. Failure to do so not only has a negative impact on the next member's experience but may also result in the termination of your club membership. Please help us maintain a clean club for everyone's use and enjoyment!

- Please ensure you have CLEAN SHOES and CLEAN CLUBS.
- During winter months/rainy days, no shoes worn outside are allowed in the hitting area. Please bring a clean pair of dry shoes.
- Only use the balls in the simulators or your own clean balls free of any markings as marked or dirty balls can leave marks on or damage the impact screens.
- Keep food and drinks at the provided tables. NO FOOD OR DRINK INSIDE SIMULATOR or near the computer at any time!
- No smoking or vaping.
- No more than 4 golfers per bay unless it is part of a special/group event approved by my SwingPath GC management.
- Be respectful of other members and guests at all times- SwingPath GC was designed to be a semi-private atmosphere where members and their guests have their own space and simulator. However, there is also a common area space (including the shuffleboard table) for socializing and interacting if desired. TV's and Bluetooth speakers are for everyone's enjoyment but should be kept at reasonable volumes and take all other members and guests sharing the space into consideration. Please always use sound judgement.
- No children under the age of 10 without supervision from a non-golfing adult.
- Players are responsible for the equipment inside the simulator. No swinging clubs outside of the simulators for safety reasons.
- Only one person should be present in the hitting area at a time. Everyone MUST keep a safe distance and keep watch of the person golfing.

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- Before you swing any club, check your surroundings to ensure no one or obstacle is within your range of swing.
- Be aware of your backswing and follow-through at all times.
- Your shot must be directed towards the hitting screen.
- Swinging should always take place near the hitting area of the mat.
- Be alert of where you stand or walk and stay out of someone's range of swing.
- Report any accidents immediately. If there is an emergency, first call 911.
- Members and their guests are financially responsible for any damage caused by failure to follow the directions of the Rules and Regulations.
- Members and their guests acknowledge that SwingPath GC is under video surveillance. Tampering with a camera system or damaging equipment by not following procedures in the guidelines will result in financial compensation being paid to SwingPath GOLF CLUB.
- Members and their guests acknowledge that photography and/or video may be recorded and used for promotional purposes without compensation.
- We would love for you to be able to finish your "last hole", but if another member has booked the simulator after you, please transition the simulator to them promptly at the end of your booking time. Complaints received due to members overstaying their reservation time may result in termination of membership.
- Failure to abide by any of the above procedures may result in the termination of your membership.

I HAVE READ THIS RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ENTERING THIS FACILITY AND DOING SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MINOR GUESTS: I represent that I, or one of my invited guests, am duly qualified as the parent or legal guardian or authorized custodian of my minor guests (hereafter the "Minors") and that I have the authority to execute this Agreement on behalf of the Minors. I further agree to be legally bound by the provisions of this Agreement and to indemnify and hold harmless The Released And Indemnified Parties for any claims that the Minors may now have or may arise in the future during the Claim Period against any of The Released And Indemnified Parties arising on the Premises. I further agree that if it is determined that I am not the parent or legal guardian or legal custodian of the Minors, or that I did not have the authority to sign the Agreement on behalf of such Minors, I will nevertheless personally defend and indemnify The Released And Indemnified Parties for and from any Claim arising from Minor's participation in activities at the Premises.

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Member Name (Print) _____

Member Contact Info: Email _____

Phone _____

Member Signature _____