



GOLF MEMBERSHIP AGREEMENT

ACKNOWLEDGMENT OF RISKS, GENERAL RELEASE, AND INDEMNITY AGREEMENT

THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

All participants must complete (PRINT LEGIBLY) and sign this Agreement. For participants under 18 years of age, participant and parent(s) or guardian(s) of participant (collectively, "Participants") must sign below, and all references to "participant," "I," "me," and "mine" shall include both the Parents and the minor, unless the context requires otherwise.

Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address			
City	State	Zip Code	Country
Home Phone	Cell Phone	Room Number (if not a guest, indicate such)	
Email Address			Gender
Emergency Contact		Emergency Phone	

Please add me to Mountain View Grand's mailing list to receive news regarding specials and events. Yes No

Golf Memberships include use of tennis courts, memberships DO NOT include use of outdoor pool. Golf Memberships CANNOT be placed on hold for any reason, are non-transferrable and non-refundable. Mountain View Grand reserves the right to terminate memberships for any terminable offense, including but not limited to: inappropriate conduct, vandalism, and deliberate misuse of course, facilities or equipment.

In consideration of the services of Brothers Property Management Corporation d/b/a Mountain View Grand Resort and Spa ("Mountain View Grand"), its owners, managers, members, agents, employees, representatives, landlords, affiliates, volunteers, other participants, and all other persons or entities associated with Mountain View Grand (collectively, the "Releasees"), I, and my Parents (if I am a minor) agree as follows:

I. **ACKNOWLEDGEMENT OF RISKS.** Use of Golf and tennis facilities, have inherent risks which do not go away even in a controlled environment. While it is impossible to enumerate all of the possible ways in which injuries may occur, some examples are: (1) misuse of equipment or facilities; (2) natural defects and/or hazards on the course or courts; (3) poor to severe weather conditions; (4) failure of the facilities or equipment; (5) mental or physical health problems of myself or others; and (6) negligence of myself, of other participants, or of other Releasees.

- A. I understand that the above list is not complete and that other unknown or unanticipated risks may result in bodily injury, property damage, permanent disability, paralysis, death, or other loss for me or for others.
- B. In both supervised and unsupervised activities, I acknowledge that all participants are responsible for their own safety.

Office Use Only: SINGLE \$455.00 COUPLES ** \$665.00 JUNIOR \$215.00 Member ID: _____

** COUPLES must be members of the same household. Name of Additional Participant: _____

- C. I acknowledge that I have responsibilities as a participant to discontinue my participation if I believe the conditions are unsafe.
- D. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in Golf or tennis activities.
- E. I represent that I am fully capable of participating in these activities without causing harm to me or others.
- F. I agree to follow all Mountain View Grand policies, rules, and regulations as the same may be amended from time to time.
- G. I acknowledge that Mountain View Grand staff is, and have been available, to answer any questions about the nature and physical demands of these activities and the risks associated with these activities.
- H. I understand that the presence of Mountain View Grand personnel is absolutely no assurance of my safety or the mitigation of any of these risks.
- I. My participation in Golf and tennis activities is purely voluntary and I choose to participate in Golf and Tennis activities in spite of, and with complete knowledge of, the risks of injury.

I assume and accept full responsibility for those risks identified here and for those risks not identified, and for bodily injury, property damage, permanent disability, death, paralysis, or other loss suffered by me as a result of those risks, my own negligence or other conduct, or the negligence of the Releasees.

II. RELEASE. I HEREBY WAIVE, RELEASE, AND DISCHARGE (AND COVENANT NOT TO SUE) THE RELEASEES FROM ALL LIABILITIES, CLAIMS, DEMANDS, LOSSES, DAMAGES OR CAUSES OF ACTION RELATED TO ANY INJURY TO, OR ILLNESS, DEATH, PERMANENT DISABILITY, OR PARALYSIS OF, ANY PERSON (INCLUDING ME), OR DAMAGE TO ANY PROPERTY (INCLUDING MINE), (WHETHER OR NOT AS A RESULT OF THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PARTICIPATION IN GOLF ACTIVITIES AND MY USE OF MOUNTAIN VIEW GRAND EQUIPMENT AND FACILITIES.

III. INDEMNIFICATION. I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY, OR JUDGMENT (INCLUDING WITHOUT LIMITATION, LEGAL FEES ASSOCIATED WITH DEFENDING SUCH CLAIM), RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PARTICIPATION IN GOLF AND TENNIS ACTIVITIES AND MY USE OF MOUNTAIN VIEW GRAND EQUIPMENT AND FACILITIES.

I have carefully read, understand, and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my family, my heirs, executors, administrators, and representatives. I agree that if any portion of this Agreement is held to be invalid, the balance of this Agreement shall continue in full force and effect.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant [_____]
 (18 years and older must sign)

Date _____ / _____ / 20____

INDEMNIFICATION. I ACKNOWLEDGE THAT MOUNTAIN VIEW GRAND IS RELYING UPON MY SIGNATURE AS PARENT OR GUARDIAN OF MY CHILD OR WARD. I AGREE THAT, IF DESPITE THIS AGREEMENT, A CLAIM IS MADE BY OR ON BEHALF OF MY CHILD OR WARD AGAINST THE RELEASEES, I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS A RESULT OF SUCH CLAIM, INCLUDING WITHOUT LIMITATION, LEGAL FEES ASSOCIATED WITH DEFENDING SUCH CLAIM BROUGHT BY OR ON BEHALF OF MY CHILD OR WARD.

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Agreement, including, without limitation, the Indemnification paragraph set forth above.

Signature of Parent/Guardian [_____]

Date _____ / _____ / 20____