

BEAR'S BEST ATLANTA

Annual Golf Pass Agreement

Primary Golfer _____ Mr. Mrs. Ms. Dr.
Preferred Name _____ Jr. Sr. Date of Birth _____ / _____ / _____
Home Address _____
Number & Street *City, State & Zip*
Home Phone _____ Cell Phone _____ Preferred Email _____

Spouse (if a Family Plan) _____ Mr. Mrs. Ms. Dr.
Preferred Name _____ Jr. Sr. Date of Birth _____ / _____ / _____
Cell Phone _____ Preferred Email _____

DEPENDENTS are unmarried children under 25 years of age residing with Golfer(s) (if a Family Plan).

_____ **Yes** I/we have dependents as indicated below.

_____ **No** I/we do not have dependents residing with us.

Name(s)	Date of Birth	Charge Privileges			
_____	_____/_____/_____	<input type="checkbox"/> Son	<input type="checkbox"/> Daughter	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____/_____/_____	<input type="checkbox"/> Son	<input type="checkbox"/> Daughter	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____/_____/_____	<input type="checkbox"/> Son	<input type="checkbox"/> Daughter	<input type="checkbox"/> Yes	<input type="checkbox"/> No

ANNUAL GOLF PASS PRIVILEGES

Annual Golf Pass Plan & Fee (select one option only):

- Primary Golfer Plan:** I agree to pay a monthly non-refundable Annual Golf Pass Fee of **\$329.00*** per month during the applicable term of this Agreement in exchange for Annual Golf Pass Privileges for the Primary Golfer only.
- Family Plan I:** I agree to pay a monthly non-refundable Annual Golf Pass Fee of **\$429.00*** per month during the applicable term of this Agreement in exchange for Annual Golf Pass Privileges for the Primary Golfer and his/her spouse and authorized dependents 18 years of age and under.
- Family Plan II:** I agree to pay a monthly non-refundable Annual Golf Pass Fee of **\$479.00*** per month during the applicable term of this Agreement in exchange for Annual Golf Pass Privileges for the Primary Golfer and his/her spouse and authorized dependents between 19 and 24 years of age.

This Annual Golf Pass Agreement ("Agreement") is effective as of the date accepted by the Club and will continue for a period of 12 consecutive months. **Thereafter, this Agreement and all associated Annual Golf Pass Privileges will continue month-to-month.** I understand and agree that regardless of my use of the Club's facilities and amenities, Annual Golf Pass Fees are non-refundable, do not have any stored or cash value, and may not be transferred or relocated to any affiliate club.

*Applicable sales tax, if any, not included. Annual Golf Pass Fees are subject to customary increases and late fee/collection penalties.

Annual Golf Pass Privileges, which are subject to the terms and conditions stated herein, include the following (the "Annual Golf Pass Privileges"):

- Unlimited range balls and access to the Club's range and practice facilities during regular operating hours, subject to availability and at the Club's discretion.
- Ability to reserve tee times up to 14 days in advance. If a reserved tee time is cancelled for any reason less than 48 hours in advance, I will be charged a cancellation fee of \$70.00 per player.
- No additional green fees or cart fees, except that green and cart fees will be charged for tee times reserved 15 days or more in advance.
- Preferred guest fees of \$62.00, plus applicable sales tax. Guest fees are subject to change without notice at the Club's discretion.

I agree that tee times and practice facilities may be limited by the Club at its discretion and that each accompanying non-golfing cart rider is subject to the applicable cart fee. I agree that I am required to open an account for charging privileges for services provided. To establish such account, I must execute an ACH or Credit Card Authorization Form and will be responsible for all charges incurred on such account, including but not limited to usage fees, merchandise and food and beverage charges.

ATLANTA SOCIETY BENEFITS

I acknowledge that the Atlanta Society ("Society") is part of my benefits. I understand that the current Society fee has been waived, and dues for participation in Society are included in my monthly Annual Golf Pass Fee. I also agree to pay any charges I incur at the participating clubs upon receipt of my/our monthly statement. I further agree to conform to and be bound by the Membership Bylaws and rules and regulations of the participating clubs as well as the terms and conditions pertaining to the Society, all of which may be amended or modified from time to time.

ASSOCIATE CLUB BENEFITS

I acknowledge that Signature Gold Unlimited category of Associate Club Benefits is part of my benefits. By signing this Agreement, I acknowledge that I have reviewed the terms and conditions of the Signature Gold Unlimited benefits, and I agree to those terms and conditions, as they apply to the Signature Gold Unlimited category. I understand that the current upgrade fee for the Signature Gold Unlimited benefits has been waived, and dues for the Signature Gold Unlimited benefits are included in my monthly Annual Golf Pass Fee, which are subject to increase from time to time. As participants in the Signature Gold Unlimited category, I also agree to pay any charges I incur at the participating clubs upon receipt of my monthly statement, and I agree to conform to and be bound by the Membership Bylaws and rules and regulations of the participating clubs, all of which may be amended or modified from time to time.

HAVE YOU EVER BEEN CONVICTED OF A SEXUAL OFFENSE OR REQUIRED TO REGISTER AS A SEXUAL OFFENDER?

Primary Golfer: [Please check YES or NO and INITIAL] Yes No INITIALS
Spouse: [Please check YES or NO and INITIAL] Yes No INITIALS

ANNUAL GOLF PASS POLICIES

I agree to conform to and be bound by the Club's Rules and Regulations and other policies and procedures, as amended from time to time. I further understand and agree that all privileges granted hereunder are personal to me and may not be assigned or transferred to any other person or entity whatsoever.

I ASSUME ALL RISKS associated with accessing the Club facilities and the facilities of any participating network clubs, including, but not limited to, dining and event rooms, recreational amenities and outdoor areas, grounds, parking areas, equipment, errant golf balls or clubs, and golf carts. I ALSO HEREBY FULLY RELEASE AND DISCHARGE THE CLUB, ITS PARENT, AFFILIATED AND SUCCESSOR COMPANIES, AND ALL OF THEIR RESPECTIVE EMPLOYEES, AGENTS, SHAREHOLDERS, MEMBERS, MANAGERS, AFFILIATES AND ASSIGNS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITIES, INJURIES, LOSSES, DAMAGES OR CLAIMS ARISING FROM MY OR MY FAMILY'S USE OF THE CLUB FACILITIES, INCLUDING ANY SUCH CLAIMS CAUSED BY THE RELEASED PARTY'S OWN NEGLIGENCE.

I/We acknowledges that in accepting the privileges contemplated herein, I acquire only a temporary license to use the Club's facilities, and such license may be revoked by the Club at any time in its sole and absolute discretion. In the event of such revocation, all of my rights to use the Club will immediately cease, and I shall automatically **RELINQUISH, RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, INJURIES, LOSSES, DAMAGES OR CLAIMS ASSOCIATED WITH MY MEMBERSHIP AND THE REDEMPTION THEREOF.** By providing the contact information above, I give the Club express written permission to contact me at each number or address to keep me informed about Club events, services and offerings. I understand that I can revoke this consent at any time by contacting the Club in writing.

If a Family Plan, I certify that we hold a marriage license or its equivalent and that we are jointly and severally liable for all charges incurred under our membership.

The terms and conditions of my membership may not be added to, amended or contradicted in any way by evidence of prior, contemporaneous or subsequent oral agreements of any kind, and I acknowledge there are no unwritten agreements of any kind. By submitting this Agreement, I represent and affirm that the information provided herein is true and correct. If signing electronically, I agree that my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Primary Golfer's Signature Date

Spouse's Signature (if a Family Plan) Date

Acceptance by the Club:
Bear's Best Atlanta, L.P. d/b/a Bear's Best Golf Club

Authorized Representative Date