



## Payment Information

Amount paid \$ \_\_\_\_\_

Transaction # \_\_\_\_\_

**A \$30.00 return fee will be charged for each returned bank draft or declined credit card (i.e. Revocations, Closed Accounts, & Non-Sufficient Funds).**

### **I agree to abide by the following:**

I agree to abide by all rules, regulations and bylaws of Cimarron Golf Resort. I understand and agree that this membership will begin on the date that this Contract is signed and will run continuously, renewing on an annual basis, until a cancellation form is filled out and submitted by the Member or notice of cancellation is mailed by Cimarron Golf Resort. I understand that this membership will automatically renew for all subsequent years unless cancelled pursuant to this agreement. I also understand that management reserves the right to increase the fees for subsequent membership terms by notifying me in writing 30 days prior to the start of the new membership term at my last known address or email. I further understand that the initiation fee is a non-transferable, non-refundable fee. I understand that in the event of a default of this Membership Agreement by the Member, Cimarron Golf Resort shall have the option to revoke my membership and all rights and privileges of Cimarron Golf Resort with no refund of any amount previously paid. Member hereby agrees that no formal notice of default shall be required even if the nature of the default relates to failure to pay monthly dues, fees, charges, or any violation of Cimarron Golf Resort and regulations.

### **Memberships may be cancelled by the member by completing a Cancellation Form available at Cimarron Golf Resort and will be honored under the following terms:**

The membership is for a one-year mandatory period and automatically renews for another one-year period unless a Cancellation Form is completed and received within 30 days of the start of next membership renewal (i.e. the start of the following year in an annual membership). If a member chooses to cancel their contract before the end of the one-year membership period, whether under a monthly or annual payment agreement, they will be subject to pay a \$500 early cancellation fee. Your membership contract will remain valid until a Cancellation Form is completed or notice of cancellation is mailed or e-mailed by Cimarron Golf Resort. If I wish to terminate my membership, I must complete the Cancellation Form and mail to: **15 Mason Irvine, CA 92618 or fax to (949) 699-1186 or Email: info@cimarrongolf.com.** Cimarron Golf Resort, may at any time after the first year of membership, cancel, modify or change any membership costs and/or privileges upon written 30 day notice mailed to the last known address of the member. Any notice sent by Cimarron Golf Resort is calculated from the earlier of the date the notice is mailed, e-mailed or received in-person.

### **Waiver/Release**

I hereby agree to participate and/or engage in the use of the course, equipment, facilities and programs offered by the Club upon the understanding and agreement that:

1. I am aware of the risks of illness or injury inherent in any golf or exercise activity. These injury risks include, but are not limited to: being hit by golf balls, golf clubs, golf carts, or lightning; stepping or tripping in holes or other natural indentations in the ground; injury from insects, animals, birds or snakes, drowning; pulled muscles or other sprains, strains or injuries. I am participating in the Club's programs upon the express understanding that I hereby indemnify, defend, waive and release the Club, its employees, agents, officers, Directors, Successors, and Assigns from any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs (hereafter referred to as the "Claims") arising out of my participation and the participation of my family and guests in the program(s) or any illness or injury resulting there from, and hereby agree to indemnify and hold harmless the Club from and against any and all such Claims defend, indemnify and hold harmless.

2. Cimarron Golf Resort and facilities will be maintained to allow for normal golf activities. There is no guarantee as to the condition of the course or any amenity included in this membership. Members will have access to amenities listed in this agreement subject to availability, which is to be determined at the sole discretion of Cimarron Golf Resort. Certain private and public events may dictate that the golf course, practice areas, restaurant and/or other areas of Cimarron Golf Resort be closed. Member understands and agrees that nothing in this Membership Agreement shall entitle member to any of the facilities on any particular day nor to any discount or refund on account of any limited access. Member further understands that access to the course, practice facility and the restaurant and other privileges and benefits may be limited by Cimarron Golf Resort as necessary. **No** member is entitled to a refund or return of amounts due to damage to or condition of the golf course or any amenity. Further, Cimarron Golf Resort shall have no liability for temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions or any and all other matters beyond control of Cimarron Golf Resort.

### **Miscellaneous Provisions**

Entire Agreement: This Membership Agreement constitutes the full and entire Agreement between the Parties hereto and such Parties acknowledge that there is no other Agreement, oral and/or written, between the Parties hereto.

Severability. Should any term, provision, covenant and/or condition of this Membership, or any clause of part thereof, be held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, it shall be deleted from this Membership Agreement, and the balance of the Membership Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Assignment: The member's rights, privileges or interests under this Membership Agreement are not assignable or transferable. However, Cimarron Golf Resort may assign its interest in this Membership Agreement, and the liability of the assignor shall be terminated as to events occurring after assignment.

Modifications: This Membership Agreement may be amended or modified only by a writing signed by the Member and the golf course manager.

Counterparts: This Membership Agreement may be executed in counter-parts with the same effect as if all original signatures were placed on one document and all of which together shall be one and the same Agreement.

<b>Member Signature:</b>	
<b>Start Date:</b> /            /	<b>Renewal Date:</b> /            /

Pro Shop Associate: \_\_\_\_\_ Total Amount\$ \_\_\_\_\_