

SUMMER



Club Use Only:
Member # _____

**HERON LAKES COUNTRY CLUB
Membership Application & Agreement**

Date: _____

Name: _____ DOB: _____

Residence Address: _____

City: _____ State: _____ Zip: _____

Cell Phone #: _____ E-mail: _____

Spouse's Name: _____ DOB: _____

Spouse Cell Phone #: _____ Spouse Email: _____

Dependents under the age of 18 living at home, or under 25 in the military or attending school full time:

Name: _____ Birthdate/Current Age: _____

Name: _____ Birthdate/Current Age: _____

Summer Membership (Memorial to Labor Day. \$399 Upfront)

- Bill My Card Check/Cash (for only \$399, must have card on file for charges)

Upon acceptance of application for membership, as a Member of Heron Lakes Country Club, I hereby request for my monthly account charges to be collected by Heron Lakes Country Club:

Card # _____ Exp. Date _____ CVV: _____

THIS MEMBERSHIP AGREEMENT ("**Agreement**") is entered into as of the date listed above and between Heron Lakes Country Club ("**Club**"), and Name signed below ("**Member**").

CLUB:

MEMBER:

Heron Lakes Country Club

Sign: _____

Sign: _____

Print: _____

Print: _____

(Print Name)

This Agreement shall not be binding unless and until the Member's Application is approved and accepted on behalf of Club as provided therein and this Agreement is executed below by Club.

PURPOSE AND INTENT

Club owns, operates and manages certain real property and facilities known as Heron Lakes Country Club located in Mobile, Alabama. The facilities of the Club presently consist of an 18-hole golf courses; a swimming pool; tennis courts; fitness center; and a clubhouse with food and beverage facilities, locker rooms, a golf shop, and golf club storage facilities (collectively, "**Club Facilities**").

Member wishes to acquire and Club desires to grant to Member a non-exclusive license to use all or a portion of the Club Facilities as a member of the Club upon payment of such membership fees as Club may establish from time to time. Such license shall be subject to the terms and conditions set forth in this Agreement, the Member's Application for Membership in Heron Lakes Country Club ("**Application**"), the Membership Policy of Heron Lakes Country Club, as in effect from time to time ("**Membership Policy**"), and the Club Rules of Heron Lakes Country Club as in effect from time to time ("**Club Rules**").

For and in consideration of Member's payment to Club of an initiation fee, and in further consideration of the mutual covenants set forth in this Agreement, Club hereby grants to Member, and Member hereby accepts from Club, membership in the Club on the following terms and conditions:

1. Class of Membership. Club Operator hereby grants to Member a SUMMER Membership, constituting a license to use all or a portion of the Club Facilities in accordance with the privileges of such class of membership as set forth in the Membership Policies.

2. Term of Membership. Membership runs from Memorial Day to Labor Day with pool access daily except on Mondays when the pool is closed. Members are responsible for all charges.

3. Membership Fees. Member acknowledges and agrees that the membership dues and food credit for their membership is \$399 Upfront & \$149 food & beverage minimum for June/July/August in total for the summer.

Member understands that the membership is subject to payment of the periodic dues and such other fees and charges as Club may establish pursuant to the Membership Policies (collectively, "Membership Fees"), all of which are subject to change from time to time. Member agrees to be responsible for all charges incurred by Member's authorized users and guests in their use of the Club Facilities. All dues are charged on the last day of the month for the future month. All other member fees for F&B minimums and member charges are paid in arrears for the previous month.

Member agrees to pay all charges due on the 5th of each month by an automatic draft from a credit or debit card. It is the Member's responsibility to make sure they receive a statement via email or log into their account online; the club will not mail statements. All invoices unpaid will have a \$75 late fee added. Further measures for Member delinquency will be at the Club's discretion and will include but are not limited to suspension or termination of membership privileges, and expulsion from membership in the Club. Member further agrees that if Member is delinquent in paying any amounts due, Club shall be entitled to recover from Member late charges, and all costs and expenses which Club reasonably incurs in attempting to collect the past due amounts, including, without limitation, attorney's fees and court costs, whether or not suit is filed.

4. Receipt of Club Documents. By execution below, Member acknowledges receipt of the Membership Policies, Club Rules and Membership Benefits and Current Rates and agrees to be bound by and comply fully with the terms

and provisions of such documents, as they may be amended, and to be responsible for compliance by Member's family members and guests.

5. Assumption of Risks and Indemnification.

(a) In consideration of the membership and as a condition of using the Club Facilities, Member agrees to all risks associated with the use of the Club Facilities, including risks associated with use of or proximity to the golf course (*e.g.*, being hit by a golf ball, struck by lightning, falling), and agrees to release and indemnify Club from and against any and all losses, expenses, liens, claims, demands and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines or penalties, including, without limitation, costs, attorney's fees and settlements, whether or not based on the acts or omissions of Club resulting from, arising out of or in any way connected with the use of the Club Facilities by Member, Member's family members, guests, approved designees, and their family members and guests. As used in this paragraph, "Club" shall include Heron Lakes Country Club and Bloom Golf Management, their respective directors, officers, shareholders, partners, members, agents, related companies, affiliates, predecessors, successors, assigns and employees, and all persons, corporations, partnerships and other entities with which they are or may in the future become affiliated. This paragraph shall survive the termination of this Agreement and Member's membership in the Club with respect to any property damage, personal injury or death occurring prior to such termination.

(b) Member, as a condition of the membership, and each of Member's authorized users and guests, as a condition of invitation to use the Club Facilities, assume sole responsibility for their personal property. Member acknowledges and understands that Club shall not be responsible for any loss or damage to any personal property which Member, Member's family members, guests, approved designees, or their family members or guests may use or store on the Club premises, whether in lockers or elsewhere. Member also acknowledges and understands that Member shall be liable for any property damage or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, which Member, Member's family members, guests, approved designees, or their family members or guests may cause. If Member arranges or sponsors any activity or function on the Club premises, Member shall be responsible for any such damage or injury even if such damage or injury was not caused by Member. Member agrees that Club may charge the cost of any such damage to Member's Club account.

6. No Vested Interest. Member acknowledges that in acquiring a membership, Member acquires only a non-exclusive license to use all or a portion of the Club Facilities, in accordance with this Agreement and the Membership Policies and in common with such other persons, including, without limitation, the general public, as Club may authorize from time to time. Member acknowledges that Member acquires no ownership or vested rights in or to the Club Facilities or Club, and does not have any right to participate in the management or control of Club or the Club Facilities.

7. Transfer and Assignment of Membership. Member acknowledges that the membership conferred hereunder may not be pledged or assigned and is not transferable, unless and except as otherwise specifically set forth in the Membership Policies.

8. Member Agrees to maintain a current email address on file with the club and to regularly check it and the club's website for news and information.

MEMBER ACKNOWLEDGES THAT MEMBER IS ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING SOCIAL BENEFITS AND RECREATIONAL USE OF THE CLUB FACILITIES AND NOT AS AN INVESTMENT OR WITH ANY EXPECTATION OF MAKING A PROFIT FROM THE OWNERSHIP OR FUTURE TRANSFER OF THE MEMBERSHIP.

POOL RULES & ACCESS: No person may enter the swimming pool area except when the pool is open for use. Swimmers who use the pool in the absence of a lifeguard do so at their own risk. Swimmers must leave the water upon request of a lifeguard.

DRESS CODE Appropriate swim wear, as designated by the Club, is required at all times. Swim wear is permitted only in the pool area and the pool locker rooms. No one in swim wear is permitted on the golf course, or in the Clubhouse. Restrooms and locker facilities are provided in the pool area.

REGISTRATION All Members and guests (by name) must register with the attendant before entering the swimming pool area and failure to register may result in loss of swimming pool privileges. Members will be charged a fee for guest use. Guest use of the swimming pool may be restricted, if in the opinion of management, a specific guest's visits are excessive. Generally, an individual guest will be allowed a maximum of 5 times.

CHILDREN (a) All children under the age of twelve (12), must be accompanied by a responsible adult at all times when in the pool area. The safety responsibility for children is that of the parent. (b) No child under the age of eighteen (18) years may use the pool unless a lifeguard is on duty or unless accompanied by a responsible adult. (c) Children should not be changed or dressed on the pool decks. Changing stations are available in the pool locker rooms.

ILLNESS, MEDICAL CONDITIONS (a) Persons are not permitted in the pool if they have nasal or ear discharges, cough, fever, infection of any kind, eye inflammation, skin disease, or are wearing bandages (b) The lifeguard must be advised of physical or neurological disabilities of any person entering the pool area.

PROHIBITED ACTIVITIES (a) Running, wrestling, pushing, dunking, "rough-housing" and towel-snapping are not permitted anywhere in the pool area, including the locker rooms. (b) Snorkels, fins, masks, kickboards, weights and flotation devices are not permitted in the pool unless permission is obtained from a manager. No items that may clog pool drains may be thrown into the pool for any reason. (c) Food and beverages may be consumed only in designated areas and may not be taken into the pool or the locker rooms. No glass containers of any kind are permitted in the pool area. Gum chewing is not permitted in the pool area. Trash is to be placed in the containers provided. (d) Clubhouse locker room towels may not be taken into the pool area.