



Last Name: _____

Membership No: _____
(Assigned by office)

Springbank Links

GOLF CLUB

WINTER CLUB MEMBERSHIP AGREEMENT WINTER SEASON 2021-22

Springbank Links Golf Course (the 'Club') offers a private member Winter Club for outdoor recreational activities for sport, exercise and well-being.

I, the undersigned, select the following winter activities for myself and my immediate/same-household family members to join the Springbank Winter Club, subject to payment of the applicable membership fee(s) and execution of the Terms & Conditions of this agreement and execution of attached Schedule 'A', being a document specific for the **RELEASE, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK.**

MEMBERSHIP OPTIONS

INDIVIDUAL PATH & TRAIL (non-skating)

Walk, dog-walk, jog or stroll on designated course pathways and the X-Trails throughout the front 9 valleys for cross-country skiing and snowshoeing. Also receive: i) member rates on our golf simulator; and ii) a clubhouse F&B credit of **\$25** per person.

Resident/Full Golf Member: \$50 per person (with \$25 F&B credit)
Non-resident/non-member: \$75 per person (with \$25 F&B credit)

INDIVIDUAL 'ALL-IN' PACKAGE

Private boarded skating hockey/shinny rink. Also receive: i) Path & Trail access; and ii) member rates on our golf simulator; and iii) a clubhouse F&B credit of **\$50** per person.

Resident/Full Golf Member: \$125 per person (with \$50 F&B credit)
Non-resident/non-member: \$200 per person (with \$50 F&B credit)

FAMILY 'ALL-IN' PACKAGE

All the above for the whole family. Also receive: i) Path & Trail access; and ii) member rates on our golf simulator; and iii) a clubhouse F&B credit of **\$100** per family

Resident/Full Golf Member: \$200 per family (with \$100 F&B credit)
Non-resident/non-member: \$300 per family (with \$100 F&B credit)

MEMBER PARTICULARS

Name: _____

Family members (spouse & kids): _____

Email: _____ Phone #: _____

Address: _____

MEMBERSHIP OPTION: (check one)

INDIVIDUAL PATH & TRAIL (non-skating)

INDIVIDUAL 'ALL-IN' PACKAGE

FAMILY 'ALL-IN' PACKAGE

COST (see previous page):

**Applicable Clubhouse credit is \$ _____
and will be applied to your member account.
Credit valid until March 31, 2022.*

SUB TOTAL \$ _____

GST \$ _____

TOTAL \$ _____

PAYMENT OPTIONS:

BY CHEQUE TO: SPRINGBANK LINKS GOLF CLUB, 125 HACKAMORE TRAIL, CALGARY, AB., T3Z 1C2

BY E-TRANSFER TO: payment@springbanklinks.com

BY CREDIT CARD: # _____ Expiry _____ Security Code _____

Please fill out credit card information to activate your club account and to receive your clubhouse credit.

Return forms by: mail to address above, drop off to Clubhouse, fax 403.202.1333 or email to Head Pro Cam Heise at: cam@springbanklinks.com

IN THIS AGREEMENT:

- (a) "**Club**" means Springbank Links Golf Course Ltd;
- (b) "**I**" or "**me**" means the undersigned;
- (c) "**Premises**" means the golf course premises owned and operated by the Club, as described on the attached map;
- (d) "**Clubhouse**" means the clubhouse located on the Premises;
- (e) "**Winter Season**" means the period from December, 2021 until March 31, 2022;
- (f) "**Skating Area**" means the skating hockey/shinny rink located on the Premises, marked as the Hockey/Shinny rink;
- (g) "**Designated Fitness Paths**" means those paths located on the Premises which are marked as Fitness Paths;
- (h) "**Designated X-Trails**" means those trails located on the Premises which are marked as X-Trails for cross-country skiing or snowshoeing;
- (i) "**Full Golf Club Member**" means an existing Platinum or Gold level golf club member.
- (j) "**Member**" means a person who has executed a Winter Club Membership Agreement;
- (k) "**On-Course Resident**" means individuals or families who belong to an HOA / Condo Association that has contributed to the start-up costs of the rink build. This includes homeowners residing on: Hackamore Trail, Lynx Lane, Wildflower Hill, Palomino Blvd. and Rodeo Ridge.
- (l) "**Permitted Activities**" means, during the Winter Season:
 - (i) Skating on the Skating Area
 - (ii) Walking or jogging on the Fitness Paths
 - (iii) Cross-country skiing or snowshoeing on the X-Trails
- (m) "**Prohibited Areas**" means those areas located on the Premises which are identified Prohibited Areas on the attached map, and without limitation, includes:
 - (i) the lakes or ponds on the Premises; and
 - (ii) portions of the Premises that has steep/dangerous terrain; and
The Driving Range and all greens, teeboxes, fairways, turf, rough, cart paths and parking lot, clubhouse walk-way and entrance pathway, clubhouse facility and ancillary buildings on the Premises, other than the Designated Skating Area, Fitness Paths, X-Trails as marked on the map;
- (n) "**Children**" means my children, or children for whom I act as guardian for;
- (o) "**Guest**" means my friend(s) or family who I invite from time to time to accompany me on the Premises;
- (p) "**Potentially Dangerous Activities**" means my:
 - (i) participation in Permitted Activities, and
 - (ii) entering onto Prohibited Areas.

TERMS AND CONDITIONS:

In Consideration of the Club allowing me on its lands to participate in the Permitted Activities in the Designated Areas, and in consideration of my execution of this Agreement and payment being accepted by the Club, the Club and I agree as follows:

1. Upon execution of this agreement by me, and upon payment of a non-refundable membership fee(s), the Club shall provide me with the access to the Premises for the Permitted Activities, a membership number and a member account for charging privileges.
2. I understand the Clubhouse credit may be used for food and beverage at the Clubhouse for dine-in or take-out service over this winter and that the credit shall expire on March 31, 2022.
3. I authorize the Club to charge monthly auto-payments to my credit card on or around the 7th day of the month following my month-end statement. My account may be settled ahead via cheque, debit, e-transfer or cash if preferred. I acknowledge I may review my account online through the Club's website and shall update my credit card information as needed
4. I acknowledge the attached Site Map as Schedule 'B' detailing the permitted areas, paths and trails on the Premises as well as the Prohibited areas that must be avoided.
5. Should I select the Fitness Paths and X-Trails or an All-in option, I agree to follow signage and the stakes to guide the proper routing (dark green 18" stakes for the Fitness Paths and red 4' stakes for the X-Trails).
6. I acknowledge children under the age of 13 must be accompanied by an adult at all times on the Premises and I am responsible for ensuring my children are properly supervised.
7. I acknowledge guests are welcome and may be invited by me. If the same guest wants to frequent the Premises on a regular basis, being two or more times per month, I shall inform him or her to inquire about a personal membership to enjoy. I, or an immediate family member, must accompany a guest at all times.
8. I agree to keep my dog(s) on a leash or under strict and obedient control at all times and agree to be fully responsible for any behavior or damage to persons or property. I agree to pick-up after my dog(s) and remove all dog "pick-ups" from the Premises.
9. I am aware that the Premises may contain hazards which are known or unknown.
10. **I agree that I shall not enter onto any Prohibited Areas.**
11. I am aware of potential dangers on the Premises, including thin ice on the lakes and ponds. **I am aware that such lakes and ponds are not ever safe to walk on or be near.**
12. I agree that my use of the Premises are **AT MY OWN RISK**. I am aware there may be snow, ice, rock, uneven surfaces and other potential dangers which may make the Premises slippery and potentially dangerous.

13. I agree that my use of the Skating Area is **AT MY OWN RISK**. I am aware there may be snow, uneven ice build-up, ruts, cracks, bumps on the ice surface and other potential dangers, including but not limited to tarps, boards, stakes, supports, pucks, shot pucks, skate blades and sticks which may make skating or being around the Skating Area dangerous.
14. **IT IS STRONGLY RECOMMENDED THAT ALL USERS WHEN SKATING WEAR HELMUTS AT ALL TIMES WHILE ON THE ICE.**
15. Conduct at and around the Skating Area must be respectful to others at all times. There is absolutely no tolerance for:
 - (a) bullying; or
 - (b) the use of profanity or other offensive language towards others.
16. Should Alberta Health Services limit the number of users on the Skating Area or when demand is high with regular use, the Club will use an Ice Schedule Google Doc to control numbers accordingly. Depending on demand, guest play may be limited. Members shall be on the honor system for scheduled times and exiting the ice as scheduled.
17. The Skating Area may be used for private functions through the Club, such as 3v3 pond hockey events, training, team-builders or skating parties.
18. **NO ALCOHOL OR DRUGS** may be brought onto the Premises at any time. Alcohol, non-alcohol and food service is provided from the Clubhouse as per health and AGLC guidelines. Food and beverage purchased from the Clubhouse may be brought back to the Skating Area for consumption. Any garbage or debris shall be disposed of.
19. Management of the Club shall have the right to suspend or expel me or any family member or guest who commits a breach of these terms and conditions or whose conduct is determined by management of the Club to be improper, unbecoming or likely to endanger the safety of others on the Premises. I agree that if my membership is revoked, I shall relinquish all right, claim and interest in and to the membership.
20. I agree that the following **RELEASE, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK** attached hereto as Schedule 'A' is a part of this agreement and must be executed by me and shall survive termination or expiry of this Agreement.

I have read this Membership Agreement in its entirety and understand and agree to its terms.

_____, 2021
Date

Member - please print.

Signature

SCHEDULE 'A'

RELEASE, WAIVER OF CLAIMS, INDEMNITY AND ASSUMPTION OF RISK

Where used in this document, "I" and "me" refers to the undersigned. Where used in this document, the "Club" refers to Springbank Links Golf Course Ltd.

IN CONSIDERATION of the Club permitting me to use the Premises designated in the map attached to this document in Schedule 'B' (the "Designated Areas") for recreational purposes, including, but not limited to, skating, jogging, walking, cross-country skiing, snowshoeing, on or adjacent to the Designated Areas (the "Activities"), I, for myself, my guests and personal representatives, my heirs and my next of kin acknowledge and agree that:

1. I am aware that participating in the Activities can be dangerous and involves many **RISKS OF INJURY**.
2. I understand that the dangers and risks of participating in, the Activities include, but are not limited to: death, serious neck and spinal injuries which may result in complete and partial paralysis, brain damage, serious injury to all bones, joints, ligaments, muscles, tendons and other aspects of my body, and risks to my general health and well-being. I understand that some of these dangers and risks are inherent in the nature of the Activities, while some may arise through accident or negligence on the part of other persons.
3. I understand that participating in Activities may result not only in serious injury, but in serious impairment of my future abilities to earn a living, to engage in other businesses, social, physical, intellectual and recreational activities, and generally to enjoy life.
4. I am freely and voluntarily assuming any and all dangers, risks and hazards arising through my participation in the Activities. I engage in the Activities entirely at my own risk.
5. The Club, and its respective insurers, successors, assigns, administrators, directors, managers, members, shareholders, employees, agents and officers and their helpers and assistants and each of them and their respective administrators, heirs, and executors (collectively, the "Releasees") are not responsible for any loss, damage, or personal injury to me, or for my death, arising from my participation in the Activities, for any reason whatsoever, including, without limitation, negligence on the part of the Releasees or any of them.
6. I acknowledge that the risks associated with the Activities may be increased if or when a participant is impaired and I hereby agree not to participate in any of the events if I am impaired in any way, including without limitation, by way of drugs or alcohol.
7. I will strictly comply with all rules and regulations in force or promulgated by management of the Club from time to time.
8. I hereby remise, release, discharge, indemnify and save harmless the Releasees and each of them from any and all liability, costs (including without limitation, legal costs), claims, demands, damages, actions and causes of action at law or equity arising as a result of any loss, damage, personal injury or death suffered by me or by any third party as a result, directly or indirectly, of my participation in the Activities, for any reason whatsoever, including, without limitation, negligence or partial negligence on the part of the Releasees or any of them.

9. This release, waiver of claims, indemnity, and assumption of risk document is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta. If any provision of this document is held invalid or unenforceable by a court of law, the remaining provisions of this document shall, notwithstanding such invalidity, continue in full legal force and effect, and the invalid provision shall be severed from the remaining provisions of this document. For greater certainty, each paragraph of this document constitutes a separate covenant and provision between me and the Club, enforceable and valid on its own.
10. I am over the age of 18 years and I am executing this document freely and voluntarily without threat or compulsion by any person or corporation. I am executing this document on behalf of my children and children under my care, who may, subject to the terms of this Agreement, participate in the Activities.
11. I agree that no representations, statements or inducements, whether written or oral were made by any of the Releasees, except as set out above.
12. **I understand that by signing this document I will be forever precluded from suing or otherwise claiming against the Releasees or any of them for any loss, damage, personal injury or death that I may sustain through my participation in the Activities.**

SIGNED IN THE PRESENCE OF THE WITNESS THIS ____ of _____, 2021.

I have read this document in its entirety and understand and agree to its terms.

WITNESS

PRINTED NAME

SIGNATURE

WARNING: BY SIGNING THIS DOCUMENT YOU (THE SIGNATORY) GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. READ IT CAREFULLY.

SCHEDULE 'B'

SITE MAP

SPRINGBANK LINKS GOLF COURSE

DESIGNATED AREAS FOR RECREATION

