



# MOHAWK GOLF CLUB 2021 Patron Agreement

Applicant name: \_\_\_\_\_

Patron #: \_\_\_\_\_

Application date: \_\_\_\_\_

Renewal  Revision

*Renewal and Revision agreements supersede any previous agreement.*

Member category: \_\_\_\_\_

Monthly Dues: \$ \_\_\_\_\_  Dues Prepay Minimum Prepay

## 2021 Pool Membership

May-September Access \$1,000

Pool and Tennis

6 Rounds on the Par-3 Wee Course and No Food Minimums or Clubhouse Access

### NEW MEMBER INFO SHEET

**PRIMARY PATRON**  Mr.  Mrs.  Ms.  Miss  Dr.  Other: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_ Last Name: \_\_\_\_\_

Have you previously been an MGC member?  Y  N DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Male  Female  Prefer not to answer

Marital Status:  Married  Partnered  Single  Prefer not to answer

E-Mail Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

### **TERMS AND CONDITIONS ARE ATTACHED, PLEASE READ AND SIGN BELOW**

The undersigned has read and voluntarily signs the Patron Agreement and further agrees that no oral representations, statements of inducement apart from the foregoing written agreement have been made. Please see Payment Information on options.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECONDARY PATRON**  Mr.  Mrs.  Ms.  Miss  Dr.  Other: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Have you previously been an MGC member?  Y  N DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Male  Female  Prefer not to answer

Marital Status:  Married  Partnered  Single  Prefer not to answer

E-Mail Address: \_\_\_\_\_

Home Address:  Same as Primary Patron

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

**CHILDREN**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Sex:  M  F DOB: \_\_/\_\_/\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Sex:  M  F DOB: \_\_/\_\_/\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Sex:  M  F DOB: \_\_/\_\_/\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Sex:  M  F DOB: \_\_/\_\_/\_\_

**EMERGENCY CONTACT**

Name: \_\_\_\_\_

Relation to Applicant \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**PATRON TERMS AND CONDITIONS**

**This Patron Agreement is entered into by and between MGC Golf Operations (“MGC” or “Mohawk Golf Club”) and Applicant Name on Page One (1) (“Patron(s)”) and is subject to the following terms and conditions.**

**NOTICE TO PATRON(S): Do not sign this Agreement before reading the following Assumption of Risk and Liability Waiver and Release and Indemnity Agreement. By signing this Agreement, you and all additional Patrons under this Agreement agree to be bound and to give up certain rights you/ they may have against MGC and others.**

**ASSUMPTION OF RISK AND LIABILITY WAIVER AND RELEASE AND INDEMNITY AGREEMENT**  
 (“RELEASE”) I, the Patron, on my own behalf, and behalf of all others listed as Patrons under this Agreement, including my, and their unborn and/or minor children, and my, and their personal representatives, assigns, successors, heirs, and next of kin, (collectively referred to as the “Participants”), acknowledge and agree that the use of the facilities, services, equipment or premises (hereinafter collectively referred to as the “facilities”) of Mohawk Golf Club by any of the Participants involves risk of injury to persons and property, and the Participants assume full responsibility for such risks for myself/themselves. Such facilities include, but are not limited to social activities, educational activities, pool, locker rooms, showers, sidewalks, parking lots, stairs, lobby area, or rest rooms. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Participants, or others, in supervised or unsupervised activities at Mohawk Golf Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress,

sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any use of any of MGC's facilities, or otherwise, or while participating in any of MGC's programs, classes, or activities, and accidental injuries occurring anywhere in or about the Mohawk Golf Club. The Participants agree and acknowledge that I/they have entered into the Agreement for use of the MGC's facilities primarily for recreational purposes and not for a specific piece or type of equipment or training methodology. In consideration for being permitted to enter the MGC for the purpose of using the facilities, the Participants hereby release MGC and its owners, directors, officers, shareholders, members, managers, parents, subsidiaries, employees, volunteers, independent contractors, agents, and insurers (hereinafter collectively referred to as "Released Parties") from any and all liability to the Participants as a result of any loss, damage or injury sustained by any of the Participants. The Participants hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Participants, or property damages sustained by any of the Participants, whether caused by the active or passive negligence, concurrent or otherwise, of the Released Parties, the Participant, or others, while any of the Participants is in, upon, or about MGC's premises, or while using MGC's facilities or while participating in any MGC activity at any location, including off-site activities. The claims and demands so waived include but are not limited to, claims based on: improper maintenance of equipment (mechanical or otherwise), grounds or facilities; negligent hiring, instruction or supervision, including personal training, inadequate security or staffing; the Participants' use of the MGC's facilities; and/or slipping or tripping anywhere in or about MGC or any location in which MGC operates, including, but not limited to public facilities. The Participants further expressly agree that this Release is intended to be as broad and as inclusive as permitted by the law of the State of New York, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion. I acknowledge that I have carefully read this Release and fully understand and agree that by executing this Release, I, and all Participants forfeit any rights they or I may have to bring legal action against the Released Parties for their active or passive negligence, concurrent, or otherwise, arising out of my/their use of MGC. I represent that I am at least 18 years of age, and have actual authority to, and do hereby enter into this Release on my behalf and on behalf of all Participants by signing below. I have carefully read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me. I have read and agree to be bound by the terms of this Patron Agreement, including the Patron Terms and Conditions on the reverse side hereof, and I acknowledge that a complete copy of this Patron Agreement was provided to me when the Patron Agreement was signed. I further agree to be bound by the MGC's Rules and Regulations.

#### **ADDITIONAL TERMS AND CONDITIONS TO PATRON AGREEMENT**

1. **Patron Renewal/Cancellation.** This Patron Agreement is valid for 12 months as of the date of the signed Agreement. After the initial membership period has expired, this Patron Agreement will automatically renew on a yearly basis on the terms and conditions stated in this Agreement. Patron is responsible for payment of all dues and charges for the entire length of this Patron Agreement.
2. **Patron Rights and Limitations.** This Agreement permits Patron to use MGC's facilities in accordance with MGC's rules. This Agreement is non-transferable, non-assignable, and does not provide Patron with any legal or financial rights or interests in MGC, its assets, property, operation, or management.
3. **Rules.** Patron agrees to read and abide by MGC rules, additional rules and acknowledges receipt of a copy of the current MGC Rules. The MGC reserves the right to amend the MGC Rules from time to time in its sole and absolute discretion. The failure of Patron or Patron's family to follow these rules may result in cancellation of the membership.
4. **Governing Law.** This Patron Agreement shall be construed and enforced in accordance with the laws of the State of New York.
5. **Entire Agreement.** This Agreement constitutes the entire agreement between the MGC and Patron(s), and may be altered or amended only by a written instrument signed by the Patron and an authorized MGC representative.

6. **Monthly Dues.** The monthly dues are payable on the first day of each month. Failure to pay Dues on time may result in a late fee. MGC reserves the right to increase dues from time to time upon no less than 30-day advance written notice to the Patron.
  - *If a member is 45 days or more later with their payment, the member is suspended.*
7. **Cancellation Upon Death or Disability.** If by reason of death or disability, the member is unable to receive all services for which the member has contracted, the member and his/her estate shall be relieved from the obligation of making payment for services other than those received prior to death or the onset of disability, and that if the member has prepaid any sum for services, so much of such sum as is allocable to services the member has not taken shall be promptly refunded to the member or the member's personal representative upon request. "Disability" means a condition which precludes the member from physically using the facilities and the condition is verified by a physician.
8. **Physical Condition/No Medical Advice.** All Patrons individually represent that he/she has no known medical condition or impairment that might prevent Patron from his/her intended use of the MGC's facilities and services. Patron acknowledges that MGC did not provide Patron with any medical advice at any time relating to Patron's physical condition and Patron's ability to use the MGC's facilities and services. If Patron has any medical concerns, those concerns should be discussed with Patron's personal physician before Patron uses MGC's facilities and services.
9. **Patron Classification.** Patron classifications shall be defined as follows for purposes of this Agreement:
  - a. Single Patrons are issued to one individual. This individual may be a minor, provided that a parent or legal guardian executes this Patron Agreement on his or her behalf and agrees to be financially responsible for all sums due hereunder.
  - b. Family Patrons includes two or more individuals who reside together in the same household; must provide objective evidence of proof of residency that is satisfactory to the MGC.
  - c. Senior Patrons are those that are 72 years of age or older (proof required).
10. **Patron Facilities and Services.** MGC reserves the right to change or modify facilities and/or services from time to time, in its discretion. MGC may temporarily take facilities and/or equipment out of operation for reasonable repairs, modifications, substitutions, or improvements.
11. **Incidentals.** MGC reserves the right to charge fees for: lockers, guests, swim lessons, athletic instruction, special activities, changes in membership status, returned checks, late fees, etc. MGC may change fees at any time. Additionally, MGC reserves the right to levy periodic assessments based on the financial need of facility operations.
12. **Change of Address.** Patrons shall give written notice to the MGC of changes in address or other contact information.
13. **Delinquent Accounts.** Accounts delinquent over 60 days may be referred to a collection agency or to an attorney. Patron agrees to pay reasonable attorneys' and collection fees and costs, in addition to damages, incurred by the MGC in any action to collect unpaid dues or charges.
14. **Changes in Patron Status.** If a Patron desires to change the status of his or her Agreement, the Patron shall forward written notice of the request to MGC setting forth the desired change. MGC reserves the right to charge a reasonable administrative fee to process such requested change in the Agreement status. If a Patron reduces the level of the Agreement (i.e., from a Family to a Single Patron), there shall be no refund of the initiation fee paid, but the monthly dues shall be adjusted accordingly from and after receipt of notice to change. If a Patron desires

to increase the level of their Agreement (i.e., from a Single or Couple Patron to a Family Patron), the Patron shall be required to pay an upgrade fee.

15. **Expulsion of Patron.** MGC reserves the right to terminate any Patron's membership for the following reasons:
- a. A violation of any of the MGC rules, as the same may be in effect from time to time, or
  - b. Conduct which in the sole discretion of the MGC's management is detrimental to the welfare, health and safety of MGC's Patrons or staff or the MGC's reputation, goodwill or character.

In the event of such termination, Patron's liability for future monthly dues shall cease; however, MGC will not refund any initiation fees or monthly dues previously paid. Patron shall remain liable for all unpaid dues and charges incurred prior to the time of termination.

16. **Termination of Patron.** The MGC may terminate Patron's Agreement for non-payment of any sums due by Patron on 10-days advance written notice to Patron, or immediately for any other material breach of this Agreement on notice to Patron.

17. **Facilities, Services and Hours of Access.** Agreement commences when the Patron Agreement is signed and initial payment is made. Agreement entitles Patron to use MGC's facilities and services. The MGC's facilities include exercise equipment, indoor and outdoor exercise and instruction areas, and swimming pools. MGC's services include classes in various activities, such as tennis, swimming and other physical activities. MGC reserves the right to reduce its hours or close due to inclement weather, on holidays, or for special events.

18. **Assignment.** This Agreement may be assigned by MGC in its sole and absolute discretion. Patrons may not assign any rights they have under this Agreement.  
*Single Patrons are issued to one individual. This individual may be a minor, provided that a parent or legal guardian executes this Patron Agreement on his or her behalf and agrees to be financially responsible for all sums due hereunder.*