

WAIVER/RELEASE

In consideration for being allowed to use the equipment and facilities, watch or participate in the activities (hereinafter the "Activity" or "Activities") at The Ranches Fitness Center at The Ranches Golf Club ("Facility"), I hereby expressly agree and contract on behalf of myself, family members, and guests to the following:

- 1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Ranches Golf Club their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me while participating in such Activity, while in, on or upon the facility where the Activities are being conducted, regardless of whether such loss is caused by the negligence of the Releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. **Member Initials** _____
- 2. I am fully aware that there are risks and hazards, both known and unknown, connected with the Activity, and I am aware that such Activities include the use of dumbbells, weights, exercise equipment and machines that may result in the risk of injuries to, among others, the head, face and body, leading to the torn ligaments, broken bones, etc. as a result of improper use of equipment; I am aware of the risk of other injury and even death, and I hereby elect to voluntarily participate in said Activities, knowing that the activities may be hazardous. I understand that the Releasees do not require me to participate in this Activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me as a result of being engaged in such Activities, whether caused by the negligence of Releasees or otherwise, to the fullest extent allowed by law. **Member Initials** _____
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said Activities, whether caused by negligence of Releasees or otherwise, to the fullest extent allowed by law. **Member Initials** _____
- 4. I further hereby AGREE to be FULLY and COMPLETELY responsible for any and all who participate under my membership. This includes during regular business hours and during off hours when there will be no staff represented on site. Any damage caused by those that are participating in the 'ACTIVITIES' are under my responsibility. Any damage, theft or negligence will be required to be remedied and rectified by me and solely me. **Member Initials** _____
- 5. I further agree, and will ensure those that participate while with me under my membership, will comply with all rules imposed by the Facility regarding the Activity and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. **Member Initials** _____

Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

This WAIVER OF LIABILITY shall be construed in accordance with and governed by the laws of the State of Utah.

I acknowledge that the Releasees are relying on this Waiver of Liability in allowing me to attend the Facility, participate in the Activities and use the equipment, and that but for the signing of this Waiver of Liability I would not be allowed to attend the Facility, participate in the Activities and use the equipment. **Member Initials** _____

I acknowledge that during my attendance at the Facility the Facility or its agents may take photographs, videotapes and/or other recordings of me and/or any Minor and that the Company may use these photographs, videotapes and/or other recordings, along with my name and my likeness and that of any Minor in connection with advertising, promotional materials and any other media. **Member Initials** _____

I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same. **Member Initials** _____

Membership Coordinator **Date**

Member Signature **Date**

MEMBERSHIP CONTRACT INFORMATION ADDENDUM "A"

In this Contract, the words "you," "your," and "Member," shall refer to the Member where appropriate. The words "we," "our," "us," "Club," and "Management" shall refer to The Ranches Golf Club, LLC, d/b/a/ "The Ranches Golf Club" Management and/or its licensees and franchises.

MEMBERSHIP. We hereby sell to you and you hereby purchase from us a membership to The Ranches Golf Club – please refer to the membership brochure for locations (hereinafter, "the club"). This membership, as defined in Addendum "B" shall entitle you, and your spouse, if you purchase a membership for them, to access and use of the facilities and amenities specified in the type of membership selected (refer to the Membership Application). All memberships are non-voting and non-proprietary. No rights of ownership are conferred upon you by this Contract. All memberships are non-refundable and non-transferrable.

TERM OF MEMBERSHIP. Your membership will begin on the date that this Contract is signed. It will run continuously until December 31 of the calendar year. Upon expiration of your initial term of membership, your membership will automatically renew on January 1 and on January 1 for all subsequent years. To terminate your membership, you must give us written notice by November 30 (effective January 1) in the year in which you wish to terminate. Address all correspondence to The Ranches Golf Club, 4128 E Clubhouse Ln, Eagle Mountain, UT, 84005. Electronic notices may be sent to ranchesfitness@golfandfitnessutah.com. If you do not notify us in writing by November 30, your membership will automatically renew for an additional year beginning on January 1. You shall not be relieved of your obligation to make any payment agreed to in this Contract and no deduction or allowance from any said payments shall be made by reason of your failure to attend or use the Club's facilities, your renouncement of your membership or your failure to notify us of your termination as specified above. Should the member choose to re-enroll in the membership program after cancellation, no special privileges will be granted during the onboarding process.

CANCELLATION FEES. Failure to provide proof of an accepted cancellation reason as outlined in the Membership Application or alternative reasons for canceling not specified above will result in the charge of a cancellation fee. This fee will vary based on the type of membership and period of the membership. During the first four months of the year, the cancellation fee will be assessed at 30% of the remaining contracted dues for the annual membership. The next four months will require 50% of the contracted dues of the annual membership to be paid. The last four months will require the annual membership to be paid in full. Cancellation fees are non-negotiable and set at the Club's discretion.

MEMBERSHIP DUES. Costs and payment terms for your Club Membership are specified in the Membership Application. Management reserves the right to increase your fees and dues for subsequent membership terms by notifying you in writing at your last known physical address or electronic mail address. Such notification shall be made by first class mail, or electronic mail and sent no later than October 31 in the given year. The notice will be deemed effective when deposited with the U.S. Post Office or electronically mailed.

UNPAID BALANCES. Statements are sent on the first day of each month and payable on the 15th of the month. All unpaid balances over 10 days past due are subject to a finance charge of 1.5% per month. In no event will the finance charge exceed the maximum allowed by law. Any balance over 30 days past due will result in automatic suspension of membership privileges until the account is brought current, including payment of late and finance charges. Management shall have the right to turn over delinquent accounts to an attorney or collection agency. Member is obligated and hereby agrees to pay, as allowed by law, collection costs and/or attorney's fees incurred by Management pursuant to enforcing the financial obligation of the member. **Member Initials** _____

ACCELERATION. If you are in default on your payments to us by more than 10 days, we may send you a Notice of Default and Right to Cure. You will then have 20 days from the date the Notice is given to cure the default. If you do not cure the default in that 20-day period, we may accelerate your membership dues and declare the entire amount due and owing under this Contract to be payable in full, immediately. If you do cure the default in the 20-day period and default again, we do not have to send you an additional Notice of Default and Right to Cure and may accelerate your membership dues and declare the entire amount due and owing under this Contract to be due and payable in full immediately. Additionally, Management may suspend membership privileges, with or without notice, until all past due accounts are paid.

RETURNED CHECKS OR BANK DRAFTS. If the bank dishonors any of your checks or bank drafts, Management shall reserve the right to assess a service charge of \$30 for each check or draft that is dishonored. If your draft is dishonored, you hereby authorize us to debit your credit card you have on file for any indebtedness. Management may suspend membership privileges, with or without notice, until all past due amounts are paid.

RULES AND REGULATIONS. Member agrees to abide by all membership rules and regulation, which may be posted at the Club, issued orally, published in a newsletter, posted to the Website or listed in Addendum "B" to this Contract. These rules may be amended from time to time at Management's discretion. A \$20 charge will be assessed for any member who brings a child under the age of 12 into any of the fitness facilities. Management reserves the right to suspend membership privileges for violation of membership rules and regulations

CONSIDERATION. In consideration for and in reliance on your promise to maintain your membership for the term specified and to pay the membership fees and dues as specified, we will provide you the opportunity to use the Club facilities subject to the Rules and Procedures.

ENTIRE AGREEMENT. This Contract constitutes the entire and exclusive agreement between the parties. Any promises, representations, understandings and/or agreement pertaining directly or indirectly to this Contract which is not contained herein, are of no force or effect. This Contract may be modified only by an instrument in writing signed by an officer of The Ranches Golf Club. Employees are not authorized to make any independent agreement with any Member that is contract to this Contract or the Club's general policies.

GENERAL MEMBERSHIP INFORMATION AND PROCEDURES ADDENDUM "B"

MEMBERSHIP. All members, spouses, children, and groups, if in good standing, use of Club facilities during business hours published in the newsletter and/or posted at each Club. For the safety of our members and guests, each location has rules and regulations posted that are specific to that facility. These may involve but are not limited to age requirements for use of exercise equipment. Members are encouraged to bring guests with them to use the facility. The only times not available for the fitness facility are those specifically reserved for outside groups. These times will be posted at each Club in advance.

- A. Member: Those men and women over the age of 18 who have signed a membership agreement.
- B. Spouse: A person legally married (binding and lawful if it was performed in Utah) to the member. Exceptions will be made for Common Law partners or those cohabitating. Relinquishment of this Contract and its obligations will not be granted in the event of a divorce or separation.
- C. Child: Dependent of the member between the ages of 12 and 25, currently living in the same household as the member.
- D. Group: Independent person(s) over the age of 12 who do not necessarily live in the same household as the member, and agree to the terms of the membership under the primary member's name.

GUEST POLICY. Guests must be signed in at the Fitness Desk. Guest fees must be paid before using the facility at the established rate per visit as posted in the Fitness Center of each Club. Day passes can be purchased at the Fitness Desk for \$10 per individual. Members who fail to register their guests are subject to suspension of privileges.

SUSPENSION OR EXPULSION OF MEMBERSHIP PRIVILEGES BY MANAGEMENT. Management has the right to immediately suspend the privileges of any Member or expel any Member from the Club at any time for (a) non-payment of dues, (b) violation of this Contract, (c) for conduct prejudicial to the interests of the Club or (d) for reasons of Management's sole discretion. The Members shall be notified in writing via first class mail to the last address listed in the business office of the Club or by electronic message. This notice will be sent at least 10 days before the effective date of expulsion. If the member considers his/her expulsion for causes (a), (b), (c), or (d) to be unreasonable, he/she must contact Management within 10 days of receipt of notice of expulsion to:

1. Question the validity of the expulsion; or
2. Arrange a meeting with Club Management prior to the expiration of the 10-day notice period to discuss the reason for his/her expulsion; or
3. Make any presentation to avoid such intended expulsion.

In the event no contact is made with Club Management within the 10-day notice period, such expulsion shall take effect on the date specified. Management's decision following such reconsideration shall be final and binding. A suspension of membership or expulsion for causes (a), (b), (c), or (d) does NOT relieve the Member of his/her obligation to pay dues as specified in the "MEMBERSHIP DUES" section of the Contract.

GYM AVAILABILITY. Gym availability is determined by location. Please refer to rules posted at each location. The Fitness Center at The Ranches Golf Club will operate between the hours of 5:00 am and 12:00 am (midnight). The Ranches Fitness Center may withdraw use of part of or all of the fitness premises for the purpose of undertaking maintenance work or any other work considered necessary for a maximum period of seven business days.

GYM PRIVILEGES. All gym members have unlimited gym privileges as modified only by booking of outside parties. These bookings are necessary in order to keep our dues reasonable and cause only temporary closings of facilities to members. The Club may be closed to fitness use as determined by Management.

GYM ACCESS. All members must have a login for door access in order to utilize the entrance to the fitness center, with the exception of Class Pass Only Members. Class Pass Only Members will utilize the North entrance directly into the venue. Entry will only be permitted to those members with a valid membership, in date and in credit.

ALCOHOLIC BEVERAGES. Under no circumstances should there be any alcoholic beverage, either from outside or purchased from the club on the Fitness premises.

NEWSLETTER. Periodic Club events and updates are available on the WEBSITE at www.theranchesgolfclub.com or on our social media platforms by the same name. Each member will receive a monthly newsletter by U.S. Mail or electronic mail by the 10th of every month, or on the first business day following the 10th at their last known physical address, or electronic address. This newsletter may announce membership specials, changes in membership dues, course improvements, and other Club information.

PERSONAL PROPERTY. The Club will not be responsible for any personal property that is left unattended on the Club premises by members or their guests. A lost and found box is maintained at each Club as a convenience to the members and their guests. Members and their guests are welcome to check the lost and found box if they wish. By supplying the lost and found box, the Club is in no way assuming responsibility or liability for any member or guest's property. The Club is not a bailee and no Contract of bailment is established herein.

CLEAN GYM SHOES. Clean gym shoes are required in order to enter the fitness floor at all locations. All members wishing to use the fitness center need to bring a clean pair of shoes and change their shoes prior to using fitness center equipment. No street shoes (including golf shoes) will be allowed on any of the fitness center floors.

MEMBER SAFETY. Throughout the course of your membership, regular health and medical screening should be sought from your Primary Care Physician. In the event you feel dizzy, faint, unwell or feel any unusual pain, stop exercising and inform a staff member immediately.

CLEANLINESS. Members must wipe down each piece of equipment after use. Wipes will be provided by the Fitness Center. Additionally, staff members will be wiping down equipment throughout the day and performing regular cleaning and maintenance to the equipment and facilities. Hand washing and hand sanitization is available at all times in the Fitness Center.

FITNESS CENTER AGE RESTRICTION. All members using the fitness center must be of 12 years of age or older. No one under the age of 12 is allowed in the fitness center area. Members less than 16 years of age must be accompanied by an adult of 18 years of age or older and must claim responsibility for the minor while on the fitness premises.

REPORTING. Members wishing to report any accidents, incidents, or problems with services at the Fitness Center should contact the Gym Manager, ranchesfitness@golfandfitnessutah.com.