

MEMBERSHIP AGREEMENT

MEMBERSHIP TERMS, CONDITIONS AND POLICIES

This Membership Agreement ("**Agreement**") is a binding contract between you and The Drew TC LLC, a Michigan limited liability company, dba The Drew PGC ("**PGC**"). In consideration of the opportunity to use the PGC Premises ("**Premises**" shall be defined as the PGC facility, parking lot, common areas of the building for access purposes only, golf simulators and related equipment and components), I hereby agree to the following terms and conditions of membership:

1. **Access Policy/Hours of Operation.** Booking a reservation is required. You may book your reservation via PGC's website. You will be given a code to access the Premises during the hours of operation. From time to time, PGC may make reasonable changes to the days and hours that the Premises are open for business. You understand that PGC will be busier at certain times than others on different days of the week. Currently, the Premises will be open for use 24 hours a day, 7 days per week, including holidays. The access code is only permitted to be used by you.

2. **Membership.** There is a published membership initiation fee. The membership is for a one-year term which shall automatically renew for successive one-year terms at PGC's standard monthly membership fee, then in effect. The annual membership fee is paid in 1/12 increments on the first day of each month. Members must be 18 years of age or older. You may not cancel your membership, pause your membership, or receive any refunds of the membership fee during the initial one-year membership term or any successive one-year terms. If you pay the entire initial one-year membership fee upfront, the fee will be reduced to give you two months of membership for free. Your membership will be automatically renewed for successive one-year terms at the membership fee amount then in effect, unless you provide written notice by email to PGC prior to its expiration of any term that you do not want to renew your membership.

The membership during the initial one-year term includes a small locker on the Premises. After the initial one-year term, your continued use of the small locker will be subject to an additional rental fee, then in effect.

3. **Payment.** Your credit card or other payment method will be automatically charged on the first day of each month for all fees you owe PGC. You are solely responsible for all fees charged to your payment method by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, and insufficient funds fees. If, for any reason, your payment method will not accept charges, your membership will be automatically suspended. To reinstate your membership, you must update your payment method information with PGC. Any additional charges you incur under this Agreement will also be charged to your payment method.

4. **Suspension/Termination of Membership.** PGC may suspend or terminate your membership at any time for breach of this Agreement or for any other reason by giving you written notice via email of such suspension or termination, with or without cause. If PGC suspends or terminates your Membership, you may not access the Premises, and you will remain liable for all unpaid fees (including any recurring fees and all other charges against your account). If your membership is terminated for cause, as solely determined by PGC, you will not receive a refund on any amounts paid pursuant to this Agreement. If your membership is terminated without cause, the fees you have paid in advance for the remainder of the payment term will be prorated and PGC will refund the unused portion.

5. **Changes to Policies.** PGC may publish and amend policies and regulations for use of the Premises or modify the monthly membership fee via email communication from time to time and for any reason. You agree that, unless you cancel your membership before the effective date of any policy, regulation, or membership fee change, you accept and will follow the changes. In its sole discretion, PGC reserves the right to suspend, modify, or end your membership without prior notice.

6. **Guest Policy.** You may invite guests to join you when visiting the Premises. Guests shall be subject to all the rules and policies herein and must sign a guest Release Agreement upon entry of the Premises. The Release Agreement can be found in the Premises. All guests must sign the Guest Release Agreement and leave it at the Premises. IF YOUR GUEST DOES NOT SIGN THE GUEST RELEASE AGREEMENT, YOU WILL BE RESPONSIBLE FOR, AND WILL INDEMNIFY AND DEFEND PGC AGAINST, ANY AND ALL CLAIMS BROUGHT BY A GUEST AGAINST PGC TO THE SAME EXTENT AS YOUR OBLIGATIONS TO PGC UNDER SECTION 9 BELOW. GUESTS ARE SUBJECT TO ALL PGC POLICIES AND RULES.

You agree to pay a fee of \$30 for each of your invited guests per visit. The same guest may only visit five times in a 12-month period. If the same guest visits more than five times in a 12-month period, the guest fee will increase to \$80 per visit.

7. **Reservation Cancellation.** Please be considerate to other members and cancel any reservation with at least two hours prior notice on the PGC website.

8. **Waiver, Indemnity, Release.** You understand that your use of the Premises will be undertaken at your sole risk. You agree that you are voluntarily participating in activities and using the Premises (including the parking lot) and you assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property ("**Risks**"). Accordingly, you agree to the following:

- A. You hereby release, indemnify, defend, and hold harmless PGC, its members, managers, officers, employees, agents, affiliates, subsidiaries, and contractors (collectively, "**PGC Parties**") from and against any claim, demand, loss, liability, injury, damages, attorneys' fees and costs whatsoever ("**Claims**"), arising from, related to, or resulting from these Risks. You further acknowledge and assume all risks, both foreseeable and unforeseeable, associated with my occupying and use of the Premises.
- B. You recognize the physical exertion involved in the use of the Premises and attest and certify that you are physically fit to participate safely.
- C. As between each of the PGC Parties and you, you will be solely responsible for any and all medical and related bills that you may incur because of any injury, as well as costs related to loss or damage to my property, that you may sustain as a result of my participation at PGC.
- D. You will be personally liable for any and all damage to the Premises caused by your negligent, reckless, or intentional actions and the actions of your guest(s).
- E. You hereby waive, to the fullest extent permitted by applicable law, any right to a trial by a jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any injury sustained or caused by any person in connection with the Activities (whether based on contract, tort or any other theory). You further expressly acknowledge that this waiver is made for the express purpose of expediting resolution of any dispute relating to this Agreement, the Activities, or any injury sustained or caused by any person in connection with the Activities between the Releasing Parties and the Released Parties.

- F. This Agreement shall be binding on your estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a claim on your behalf or on behalf of your estate.

You further agree that the PGC Parties will not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever in respect of you, your guests or your property (including lost or damaged personal possessions) (collectively, “**Claims**”), arising out of or connected with the use of any of the services and equipment at the Premises. You expressly release and discharge the PGC Parties from all such Claims except to the extent any Claims result directly from any negligence on the part of one or more of the PGC Parties. You further agree to defend, indemnify and hold harmless the PGC Parties from and against any and all such Claims, attorneys’ fees and costs, and costs of collection incurred by the PGC Parties in connection with the Claims as well as any damages incurred by the PGC Parties for breach of this Agreement.

9. Safety and Conduct Policy. All members and guests are subject to compliance with any rules and regulations of PGC that may be posted from time to time on the Premises or via email from PGC. In the event that you fail to comply with said rules and regulations, PGC may suspend or cancel your membership. PGC reserves the right to amend or alter these rules and regulations at any time in its sole discretion with immediate effect.

10. Damage To Facilities. You agree to pay for damage to the Premises and third-party property outside the Premises caused by your and/or your guests’ careless use of equipment or other intentional or negligent acts.

11. Temporary Closure. PGC may temporarily close or prevent access to the Premises in its sole discretion for repairs, cleaning, tournaments, and special events.

12. Limitation Of Liability. In no event shall PGC be liable to you for indirect, special, punitive or consequential damages of any nature whatsoever. PGC’s liability hereunder shall be capped at the amounts paid by member to PGC hereunder during the previous 12-month period.

13. Miscellaneous.

- **No Waiver.** No waiver of any provision in this Agreement by either party shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- **Assignment.** PGC may assign this Agreement and, provided that the assignee agrees to assume the obligations of PGC in this Agreement, PGC will be fully relieved of those obligations upon notice to you of the assignment. You understand that you may not assign your membership to another person.
- **Governing Law.** This Agreement is governed by the laws of the State of Michigan, and the parties hereto agree to the venue of the courts of Grand Traverse County, Michigan.
- **Invalid Provisions.** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.
- **Entire Agreement.** This document incorporates the entire Agreement between you and PGC. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express, implied or statutory, between you and PGC except as specified in this Agreement.

YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE INFORMATION UNDER THE TERMS, CONDITIONS, AND POLICIES OF THIS MEMBERSHIP AGREEMENT AND ANY

EMAIL AMENDMENTS OR CHANGES WHICH WILL BE AUTOMATICALLY INCLUDED HEREIN. IN ADDITION, YOU UNDERSTAND AND AGREE THAT THE ASSUMPTION OF RISK, LIMITATION OF LIABILITY, WAIVER, DEFENSE, INDEMNITY AND RELEASE OF ALL CLAIMS PROVISIONS SET FORTH IN IN THIS AGREEMENT ARE IN EFFECT THROUGHOUT YOUR MEMBERSHIP WITH PGC. YOU ALSO UNDERSTAND AND AGREE THAT IF YOUR MEMBERSHIP IS SUSPENDED FOR ANY REASON, THIS AGREEMENT WILL REMAIN IN EFFECT DURING THE PERIOD OF SUSPENSION AS WELL AS AFTER THE MEMBERSHIP IS REINSTATED.