



# 2021 PML Golf Annual Membership Application

Name \_\_\_\_\_ Account # \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

Opt-in for email  Email address \_\_\_\_\_

Please mark box if you are Opting-in for email contact by PML Golf Shop

For existing PMLA Property Owners you must make your Individual Golf Annual Membership selection and return this signed and completed form, **with payment, to the PMLA Golf Shop** no later than **December 29, 2020**. If you sign up during 2020 you are still required to pay the full amount for your Annual. Only new Property Owners will have their Annual Golf Membership pro-rated.

### Select your Annual and Payment Plan

#### **Annual 18 with Cart**

Full Payment	\$2630	<input type="checkbox"/>
Semi-Annual Payment	\$1320	<input type="checkbox"/>
Monthly Payment	\$220	<input type="checkbox"/>

#### **Annual 18 – Golf Only**

Full Payment	\$1700	<input type="checkbox"/>
Semi-Annual Payment	\$855	<input type="checkbox"/>
Monthly Payment	\$144	<input type="checkbox"/>

#### **Annual 9 with Cart**

Full Payment	\$1505	<input type="checkbox"/>
Semi-Annual Payment	\$760	<input type="checkbox"/>
Monthly Payment	\$127	<input type="checkbox"/>

#### **Annual 9 – Golf Only**

Full Payment	\$975	<input type="checkbox"/>
Semi-Annual Payment	\$490	<input type="checkbox"/>
Monthly Payment	\$84	<input type="checkbox"/>

Please indicate below your method of payment

Credit Card	Check	Cash	AutoPay	Member Charge
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **Pine Mountain Lake Golf Annual Terms and Conditions**

- To be eligible to purchase the annual golf membership you must be a member in good standing and named on the deed of trust pursuant to the Third Restated By-Laws, Article 3, Section 3.04 including Resolution #01.16, Amended 07-21-12, Golf Course Policies and Procedures. Limit two annual golf memberships per lot. Memberships are non-transferable and non-refundable except in cases of non-property owner status at PMLA or for medical reasons (see below).
- For adjustments to Golf Annual due to extenuating circumstances please see the Head Golf Professional.
- If you have a change of address or name, please notify the Golf Shop and Administration office at once.
- If you are using the monthly or semi-annual payment option, the remaining balance is due on the First of each month. Payments not received by the Thirtieth of the month will be subject to late charges and interest. If the payment is not made by the Thirtieth of the month the membership is subject to cancellation and the property owner will not be eligible for an annual membership for the remainder of 2021 or for the 2022 year. Pro-rating of Annuals are only allowed for new PML Property Owners.
- Collection of delinquent accounts will be in accordance with Resolution 07.03 – Collection Policy

Applicant Initials \_\_\_\_\_ Date: \_\_\_\_\_

By applying for a Golf Annual I agree to be bound by all Rules and Regulations duly enacted by the PMLA Board of Directors. By signing below I further verify that I have read and agree to honor the Terms and Conditions on both pages of this application.

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

**Please turn over, fill out and sign Cart Rental Agreement**

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This is an important legal document. Read carefully before signing.



## Golf Cart Rental Agreement

1. **Activities and Assumption of Inherent Risks.** I have voluntarily chosen to participate in an activity, class or other program (hereinafter referred to as "the Activity") with Pine Mountain Lake Association ("PMLA"). I understand that the Activity is inherently hazardous, and that risks of participating in the Activity include without limitation injuries, health issues, equipment failures, participant negligence, or errors in judgment of PMLA or its employees or contractors. I understand the inherent risks of the Activity are serious and that participating in the Activity is dangerous regardless of the care taken by PMLA and its employees or contractors. I also understand that any equipment I use during the Activity I use at my own risk and that any equipment provided is without any warranty regarding its condition or suitability. I acknowledge that PMLA has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

2. **Rules and Equipment.** I agree: (i) to abide by the rules, guidelines and instructions established or given by PMLA, (ii) to inform PMLA immediately if I become aware of any conduct or equipment conditions that present a danger to me or others; (iii) to wear/use any required equipment at all times while participating in the Activity; and (iv) that PMLA may terminate my participation for any reason, including without limitation if it determines I am incapable of safely meeting the rigors of the Activity. With respect to any use of a golf cart or related equipment ("Golf Equipment"), I further agree (a) I will operate and use the Golf Equipment in a safe and prudent manner and use all the care and precaution necessary to prevent injury to the renter, to others, or damage to the Golf Equipment, including without limitation compliance with all applicable laws, (b) I have a valid driver's license and valid insurance applicable to my use of the Golf Equipment, (c) I am over the age of 18 and will not permit any individual under the age of 16 or lacking a valid driver's license to drive a golf cart, and (d) in no event will a golf cart be used by more than two people or 2 golf bags at one time.

3. **Waiver of Liability.** In consideration of the permission to participate in the Activity, today and on all future dates, I, on behalf of myself, my spouse, my heirs, personal representatives, or assigns, do hereby release, waive and discharge PMLA and its agents and employees from any and all claims resulting from my participation in the Activity, including without limitation the inherent risks of the Activity described above or the negligence of PMLA (including its officers, employees, agents, independent contractors, insurers, licensors, lessors, and other participants). I further covenant not to sue PMLA for any present or future claim arising directly or indirectly from my participation in the Activity. This agreement applies to (i) personal injury (including death) from incidents or illnesses arising from participating in the Activity; and (ii) any and all claims resulting from the damage to, loss of, or theft of property.

4. **Indemnification.** I agree to indemnify, defend, and hold PMLA harmless (including without limitation attorneys' fees and costs) from (i) any and all claims by me, my spouse, my family members, or others arising from my injury or loss due to my participation in the Activity, (ii) all damages, losses, costs, or claims arising out of or in connection with my use of the Golf Equipment, and (iii) any and all claims of co-participants, rescuers, and others arising from my conduct during my participation in the Activity.

5. **Use of Likeness.** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I consent to the use of my name and likeness by PMLA, and grant to PMLA and its assigns a royalty-free, irrevocable license to use and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, for any purpose.

6. **Health Status; Emergency Care.** I represent and warrant that I: (i) do not have any medical conditions or problems that would limit or otherwise affect my participation in the Activity; and (ii) possess sufficient fitness and skill to enable safe participation in the Activity. I authorize and agree: (a) PMLA to administer emergency first aid, CPR and AED if deemed necessary by PMLA; (b) PMLA to secure emergency medical care or transportation if deemed necessary by PMLA; (c) PMLA to share my medical history with medical personnel when PMLA deems necessary; and (d) to assume all costs of emergency care and transportation.

7. **Miscellaneous.** I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. If legal action is brought, the appropriate trial court for the County of Tuolumne, California has the sole and exclusive jurisdiction and the substantive laws of the State of California will apply. The prevailing party shall be entitled to recover its attorneys' fees and costs in addition to any damages. I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, is the entire agreement between PMLA and me, and cannot be modified or changed in any way except by a written document duly executed by all parties.

**ACKNOWLEDGEMENT:** By signing below, I, the undersigned (referred to herein as "I", "me", or "my") acknowledge and agree that I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement ("Agreement") and fully understand its terms. I acknowledge and agree that I am participating in the Activity and signing this Agreement freely and voluntarily and intend by my signature to be bound by its terms.

Signature \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_