



Wildcat Creek Fun and Fitness
 800 Anneberg Circle • Manhattan, KS 66503
 wildcatgolfandfitness.com • 785.539.PLAY

Membership Agreement

Date ___ / ___ / ___

Primary Member No. _____

Last		MI	First	
Address		City	State	Zip
/	/			
Birth Date	Phone	Email	Employer	

Please Note: All family members, listed below, will be verified using public records.

(Legally dependent children up to and including **age 18** may be included in membership)*

CHILDREN MUST BE AT LEAST 14 YEARS OF AGE TO USE GYM

(Members initials)

Spouse	Child/Dependant	Child/Dependant	Child/Dependant
Birthday ___/___/___ Age ___ <input type="checkbox"/> Male <input type="checkbox"/> Female Assigned Member # _____	Birthday ___/___/___ Age ___ <input type="checkbox"/> Male <input type="checkbox"/> Female # _____	Birthday ___/___/___ Age ___ <input type="checkbox"/> Male <input type="checkbox"/> Female # _____	Birthday ___/___/___ Age ___ <input type="checkbox"/> Male <input type="checkbox"/> Female # _____

Membership & Payment Details

- Annual Pay \$493 (\$468 + \$25 + \$44.12tax)
- Monthly Bank Draft of \$42.49 (\$39 + \$3.49tax)

Your 1st Draft / Charge will occur between ___ / 5th - 10th / 2018

Your Membership Begins ___ / ___ / 2018

One-Time Initiation Fee	\$ _____
Annual Facility Enhancement Fee	\$ <u>25.00</u>
Monthly Fee (dues owed prior to 1 st Draft)	\$ _____
Annual Fee	\$ <u>468.00</u>
Sales Tax	\$ _____
Amount Paid	\$ _____
<input type="checkbox"/> Cash	<input type="checkbox"/> Check No. _____
	<input type="checkbox"/> VISA / MC / DEBIT

Authorization for Payment of Fees - Electronic Bank Draft

I authorize Wildcat Creek Fun & Fitness and the financial institution named below to deduct the amount of my monthly fee from the account identified below. I understand my automatic payment will be deducted on between the **5th and the 10th day of each month**. Changes in bank account information must be submitted by completing a new **Method of Payment Form**. Changes must be received by the last day of the month in order to be processed for next month's payment. Cancelling a bank draft does not cancel a membership. In the event that a bank draft is revoked or an account is closed and new bank information is not received, the membership will be transferred to the "annual payment" option and the remaining amount due under the terms of the Contract will be owed. Early termination will only be accepted in the event of a member who passes away or a member who has accepted a military assignment out of the area. **Memberships may be cancelled by completing a Cancellation Form available at Wildcat Creek Fun & Fitness and will be honored under the terms outlined in the General Information & Procedures Document (Addendum B).** The membership is for a one-year period and automatically renews for another one-year period on each anniversary of the contracted date. **Unless a Cancellation Form is completed and received 30 days prior** to your contracted renewal date. Your authority will remain in full force & effect until a Cancellation Form is completed.

Checking (Attach voided check) or Bank name _____

Name Exactly How It Appears On Check _____

Bank routing # _____ ACCT # _____

I agree to abide by the following:

I agree to abide by all rules, regulations and bylaws of the Club as outlined in Addendum A and B of this Membership Contract or as amended by management. I understand and agree that this membership will begin on the date that this Contract is signed. I understand that this membership will automatically renew on each anniversary of contracted date. I also understand that management reserves the right to increase the fees for subsequent membership terms by notifying me in writing at my last known address.

It is my complete understanding that if I wish to terminate my membership, I must complete the **Cancellation Form** and submit it **30 days prior** to your contracted renewal date. Early termination will only be accepted in the event of a member who passes away or a member who has accepted a military assignment out of the area. If a member moves or is transferred (in or out of state), is involved in a divorce, becomes unable to use the facilities, etc. they are liable for fees through the remainder of the contracted year.

An annual Facility Enhancement Fee \$27.24 (includes tax) will be charged each June to EFT accounts. _____

(Members initials)

I have read and understand the terms of this Membership Agreement as outlined in the Membership Contract Information (Addendum A) and the General Membership Information and Procedures Document (Addendum B) that is on the reverse side of this document.

Waiver/Release

I hereby agree to participate and/or engage in the use of the course, equipment, facilities and programs offered by the Club upon the understanding and agreement that:

- Acknowledging the desirability of a physical examination before participation, I represent to the Club that I am physically capable of participation in the program of my choice without injury. I warrant and represent to you that I have no disability, impairment or ailment preventing me from engaging or participating in activity that will be detrimental or injurious to my health, safety, or physical condition if I do so engage or participate.
- I am aware of the risks of illness or injury inherent in any golf or exercise activity. These injury risks include, but are not limited to: being hit by golf balls, golf clubs, golf carts, or lightning; stepping or tripping in holes or other natural indentations in the ground; injury from insects, animals, birds or snakes, drowning; pulled muscles or other sprains, strains or injuries. I am participating in the Club's programs upon the express understanding that I hereby indemnify, waive and release the Club, its employees, agents, officers, Directors, Successors, and Assigns from any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs (hereafter referred to as the "Claims") arising out of my participation and the participation of my family and guests in the program(s) or any illness or injury resulting there from, and hereby agree to indemnify and hold harmless the Club from and against any and all such Claims.
- I assume full responsibility for myself and anyone who becomes a member under this Contract, including any children/dependents of mine, or any of my guests, and shall indemnify Management, its affiliates, agents and employees against any and all liability incurred by them toward such. I understand and agree that any person who is a party to my Membership Contract will also be a party to this waiver/release. I hereby execute and deliver this waiver and release so that I may participate in the program(s) offered by the Club.
- I understand that by becoming a member, the Club may, at their discretion, obtain credit information for me and other persons 18 years and older that are listed on this application. This information may be obtained at any time while I am a member and, may be obtained if the membership is cancelled and a balance is owed on the account.

 WCGF Staff Member

***All membership agreements are subject to final approval by Wildcat Creek Fun & Fitness owners**

MEMBERSHIP CONTRACT INFORMATION - ADDENDUM "A"

In this Contract, the words "you", "your", "my" and "Member" shall refer to the Member where appropriate. The words "we", "our", "us", "Club" and "Management" shall refer to Kangolf Inc., dba Wildcat Creek Fun & Fitness.

MEMBERSHIP: We hereby sell to you and you hereby purchase from us a membership to Wildcat Creek Fun & Fitness (hereinafter "the Club"). This membership, as defined in Addendum "B", shall entitle you, your spouse and children to access and use of the facilities and amenities specified in the membership (refer to the Membership Application). All memberships are non-voting and non-proprietary. No rights of ownership are conferred upon you by this Contract.

TERM OF MEMBERSHIP: Your membership will begin on the date that this Contract is signed. Your membership will automatically renew on each anniversary of your contracted date. It is my complete understanding that if I wish to terminate my membership, I must complete the **Cancellation Form** and submit it **30 days prior** to my contracted renewal date. Early termination will only be accepted in the event of a member who passes away or a member who has accepted a military assignment out of the area. If a member moves or is transferred (in or out of state), is involved in a divorce, becomes unable to use the facilities, etc. they are liable for fees through the remainder of the contracted year. 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.

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

ANNUAL RENEWAL: Members choosing to pay annually will be mailed a renewal statement 30 days prior to your contracted date. Payment must be received no later than the anniversary of the contracted date in order to keep your membership current. Payment not received by that day will result in automatic cancellation of membership, and initiation fees will be charged should the membership be renewed.

RETURNED CHECKS OR BANKDRAFTS: If the bank dishonors your check or bank draft, Management shall have the right to assess a service charge of \$30.00 for each transaction that is dishonored. Additionally, Management may suspend membership privileges, with or without notice, until all past due amounts are paid.

UNPAID BALANCES: Statements will be mailed the first week of the month and are payable on or before the 15th of that month. All unpaid balances over 10 days past due are subject to finance charge of 1-1/2% 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, any collection costs and/or attorney's fees incurred by Management pursuant to enforcing the financial obligation of the member.

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 fees 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 fees 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 amounts are paid.

RULES AND REGULATIONS: Member agrees to abide by all membership rules and regulations of the Club, 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 riding 3 on a cart, starting play without paying appropriate green fees, rider's fees, guest fees, etc., playing extra holes with a cart rental and bringing alcoholic beverages on the premises that were not purchased from the Club. Additionally, 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 as specified, we will: (1) provide the use of the golf course, facilities and athletic equipment in the form of Club's choice, and (2) upgrade our course, facilities and equipment at our discretion.

ENTIRE AGREEMENT: This Contract constitutes the entire and exclusive agreement between the parties. Any promises, representations, understanding 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 Wildcat Creek Fun & Fitness. Employees are not authorized to make any independent agreement with any Member that is contrary to this Contract or the Club's general policies.

GENERAL MEMBERSHIP INFORMATION AND PROCEDURES - ADDENDUM "B"

MEMBERSHIP: All members, spouses and children have, if in good standing, use of Club facilities during business hours published in the newsletter and/or posted at the Club. For the safety of our members and guests rules and regulations are posted at the Club. These may involve but are not limited to age requirements for use of golf carts and exercise equipment. Members are encouraged to bring guests (guest fees apply), and reserve golf starting times for play up to one week in advance. The only times not available to members are those times specifically reserved for outside groups. These times will be posted the Club in advance.

* Definitions:

- A. **Member:** Those men and women over the age of 18 who have signed a membership agreement.
- B. **Spouse:** A person legally married to the Member.
- C. **Child:** Member's natural or adopted child or stepchild under the age of 18. (Children must be at least 14 years of age to use the Fitness Center)

MEMBERSHIP CARDS: All members must show membership card at the front counter for golf or enter in number at fitness key pad for fitness.

GUEST POLICY: Guests must be signed in at the Golf counter. Guest fees must be paid before using the facility at the established rate per visit as posted at the Club. 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 suspend the privileges of any Member or expel any Member from the Club at any time for a) non-payment of fees, 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 Member shall be notified in writing via first class mail to the last address listed in the business office of the Club. 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) or c) 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) or c) does NOT relieve the Member of his/her obligation to pay fees as specified in the "MEMBERSHIP FEES" section of the Contract.

TEE AVAILABILITY:

- A. **Wildcat Creek Fun & Fitness** may experience temporary interference from outside groups. All such outings will be published in advance at the clubhouse. WCGF will restrict these "outside" tournaments so as to interfere as little as possible with member activities. Men's, Women's & Couples League events are not considered "outside" events.

UNLIMITED GOLF PRIVILEGES: All golf members have unlimited golf privileges as modified only by the booking of outside parties. These bookings are necessary in order to keep our fees reasonable and cause only temporary closings of tees to members.

ALCOHOLIC BEVERAGES: In order to comply with the Kansas liquor laws, no outside alcohol is permitted on any Club property.

STARTING TIMES: A member may reserve a starting time up to one week in advance for play. Members must indicate the names of all members and guests of their party when making tee times (guest fees apply). Those regularly failing to arrive for a reserved tee time without calling to cancel will lose the privilege.

NEWSLETTER: Periodic Club events and updates are available on the WEB at wildcatcreekfun.com. Each member will receive an annual newsletter by U.S. mail in January of each year to their last known address. This newsletter will announce membership specials, changes in membership dues, course improvements and other Club information.

COURSE RULES: USGA rules will govern play and all posted rules on the score card, course and in the clubhouse will be observed. Failure to follow course rules may result in expulsion or suspension of your membership.

PERSONAL PROPERTY: The Club will not be responsible for any personal property that is left 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.