



# DRIVING RANGE MEMBERSHIP FORM

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

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

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

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Queenstown Harbor Driving Range**

**Membership.....\$550.00**

One (1) Driving Range Membership at Queenstown Harbor Golf Course - 7 days a week.  
Payment in full by Cash, Check or Credit Card.

**Payment:** Choose payment method

Check # \_\_\_\_\_ (made payable to **Atlantic Golf**)

Visa    Mastercard    American Express    Discover

Membership Start Month: \_\_\_\_\_ Membership End Month: \_\_\_\_\_

**Driving Range Membership Annual Privileges**

- ◆ Complimentary use of the driving range
- 20% discount on all regularly priced merchandise. 10% on balls and clubs
- ◆ Member Tournaments and Events
- ◆ **DOES NOT** Include use a golf cart

Atlantic Golf reserves the right to modify Driving Range Membership privileges at any time by providing advance notice.



## ATLANTIC GOLF DRIVING RANGE MEMBERSHIP CONTRACT

### EXPLANATORY NOTE

Atlantic Golf, L.P., a Maryland limited partnership with a principal business address of 3168 Braverton Street, Suite 400, Edgewater, MD 21037 ("Atlantic Golf"), owns and operates several privately owned, daily-fee golf courses. Driving Range Member desires an opportunity to enjoy Atlantic Golf's facilities on a regular basis and obtain certain privileges associated with being identified as a Driving Range Member of Atlantic Golf. Atlantic Golf has agreed to grant a membership contract to Driving Range Member and a Driving Range Member agrees to become a member on the terms and conditions set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- MEMBERSHIP.** Upon payment of Membership Fee and execution of this Agreement a Driving Range Member's membership privileges will be activated for a period of twelve (12) continuous months ("Membership Term"). Memberships may be refused or revoked at the sole discretion of Atlantic Golf. Membership Fee is neither refundable nor transferable. Payment of Membership Fee does not give Driving Range Member any right, interest or ownership in Atlantic Golf. **Membership privileges may not be sold, transferred, or otherwise assigned in any manner, without the prior written consent of Atlantic Golf.** Privileges shall cease and terminate should Driving Range Member become insolvent, is placed into receivership, becomes the subject of proceedings under the laws relating to bankruptcy, the relief of debtors or assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due or upon the dissolution of Driving range Member. Atlantic Golf may revoke membership if Driving Range Member or any guest of Driving Range Member violates any terms of this Agreement.

**A. Queenstown Driving Range Membership. The Membership Fee for a Queenstown Harbor Driving Range Membership is \$550.00 annually and shall be paid at time of signing.**

- AVAILABILITY OF FACILITIES.** Atlantic Golf reserves the right to host special events such as weddings, parties, and golf tournaments. Such events may partially restrict the availability of golf course starting times and any or all of the practice areas. Such special events also may preclude the use of the clubhouse. Any or all practice areas also may be unavailable from time to time because of inclement weather or grounds keeping maintenance. Atlantic Golf reserves the right to close the golf course and facilities for any reason at its sole discretion.
- COMPLIANCE.** Driving Range Member agrees to abide by Atlantic Golf's general policies as set forth herein and as may be published by Atlantic Golf from time to time. Atlantic Golf believes that golf is a game and expects Driving Range Members to assist Atlantic Golf in keeping golf fun for everyone. Accordingly, Atlantic Golf expects all members and guests to observe all federal, state and local laws at all times. Driving Range Member and guests must check in with the golf shop staff before proceeding to the driving range, practice area or other facilities. No alcohol may be brought onto Atlantic Golf premises for consumption. The only alcohol to be consumed on site is alcohol purchased on site. No underage drinking is permitted. Any damage to the property by a Driving Range Member or guest is the responsibility of Driving range Member and Driving Range Member shall ensure that the golfer repairs or replaces. Atlantic Golf reserves the right to expel any golfer who uses excessive foul language, illegal substances or exhibits aggressive or violent behavior. Children under the age of 16 are welcome in the clubhouse when accompanied by an adult, unless the general manager, head golf professional, or director of instruction has granted permission for an unaccompanied visit in advance. Children under the age of 16 are prohibited from operating any golf carts on Atlantic golf property.

# Queenstown Harbor

4. **MEDIA RELEASE.** From time to time, Atlantic Golf may publish information regarding its memberships on its websites or marketing materials. Driving Range Member hereby gives Atlantic Golf, its successors and assigns, the right and permission to publish or identify you as a Driving Range Member of Atlantic Golf. Driving Range Member waives any right to inspect and/or approve the finished product and printed matter that may be used in connection therewith, or the use to which it may be applied.
5. **NO WARRANTY.** ATLANTIC GOLF PROVIDES THE MEMBERSHIP PRIVILEGES ON AN "AS IS" BASIS, AND SPECIFICALLY DISCLAIMS AND ELITE BUSINESS MEMBER, ON ITS OWN BEHALF AND ON BEHALF OF ITS GUESTS, WAIVES AND RELEASES ALL WARRANTIES REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR USE OR ACCEPTABILITY FOR THE PURPOSE INTENDED BY BUYER) WITH RESPECT TO THE COURSE OR THE COURSE'S CONDITION OR THE CONSTRUCTION, OPERATIONS OR RESULTS OF OPERATIONS OF THE COURSE.
6. **LIMITED LIABILITY.** In no event shall Atlantic Golf, its officers, employees or agents be liable for loss of any kind or for indirect, special, consequential damages or punitive damages of any kind, even if Atlantic Golf has been advised of the possibility of such damages arising from any defect or error. Driving Range Member shall indemnify Atlantic Golf, its officers, employees and agents, and protect and hold Atlantic Golf, its officers, employees and agents harmless from and against any and all claims, liabilities, losses, costs, damages, expense, including consultants and attorney's fees, court costs, demands, causes of action or judgment directly or indirectly arising out of or related to Driving Range Member or guest use of Membership Privileges. Atlantic Golf disclaims any and all loss or liability resulting from, but not limited to: acts of God, unauthorized use or misuse of your account information, errors, omissions or misstatements in any information or Membership Privileges provided under this Agreement or Driving Range Member's inability to use Membership Privileges. Atlantic Golf's entire liability and that of its officers, employees, agents and any third party providing services as part of the Membership Privileges, and Corporate Member's exclusive remedy with respect to any matter arising out of this Agreement, is limited to the actual amount paid for Membership Fees.
7. **INDEMNIFICATION.** Driving Range Member agrees to indemnify Atlantic Golf, its officers, employees and agents for any and all losses due to purposeful or negligent acts of Elite Business Member, Elite Business Member's guests, employees or children, including acts occurring as a result of the consumption of alcohol.
8. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of Maryland, without giving effect to any principles of conflict of laws to the contrary.
9. **AUTHORITY.** In signing this Driving Range Membership Agreement, the undersigned represents and warrants that he/she is an officer of the Driving Range Member and has been duly authorized to execute this Agreement and bind the Driving Range Member accordingly.
10. **AMENDMENT/MODIFICATION.** This Agreement may not be changed orally, but may be changed only by an agreement in writing signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

I HEREBY CERTIFY AND REPRESENT THAT I AM OVER THE AGE OF 18 YEARS, HAVE READ AND FULLY UNDERSTAND ALL TERMS OF THE MEMBERSHIP CONTRACT AND I INTEND TO BE LEGALLY BOUND AGREE TO ABIDE BY ALL TERMS. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT AND SUPERSEDES ANY PRIOR AGREEMENT OR UNDERSTANDING CONCERNING THE SUBJECT MATTER HEREOF.

MEMBER SIGNATURE: \_\_\_\_\_

(A parent or guardian must sign for members under 18)