

WATER PARK GOLF & COUNTRY CLUB
61174 Regional Road 27, Wainfleet, Ontario, L3B 5N6

CLUB TERMS & CONDITIONS and Rules & Regulations

1. **MEMBERSHIP APPLICATION:** The Applicant may choose from various membership schemes available for the Club as decided by the Club management from time to time. Application Forms must be properly complete. No application will be accepted until clearance of relevant cheque/s and/ or credit card payment is completed. Acceptance to membership shall be the sole discretion of the Company. Membership shall only be provided to people above 18 years. In certain categories of membership, the member shall also be entitled for dependent membership for his spouse and his children below 18 years of age which shall be at the sole discretion of the Club Management.

2. **FEES:** That the member shall pay the prescribed fee for the type of membership he sought along with the specific membership form.

2.1 Applicant must pay Joining Fees for the membership. This is a one-time joining fee which should be paid along with the membership application form on the date of acceptance of membership.

2.2 In addition to the Joining Fees the member will have to pay an annual subscription fee in advance. The Company reserves the right to change/ enhance the amount of subscription fees contained at any time. Members may check the Annual subscription fee from the club at the time of making their due payment for the year. The Membership entitles the member to use by the golf course without paying the green fees subject to his prior booking. However the member will have to pay for any other goods/ services taken at the golf course, subject to the discounts offered from time to time by the management.

2.3 Payment Terms: That the applicant must pay the joining fee along with the application form. The member shall pay the annual subscription fee within 15 days of acceptance of the membership. Thereafter the member shall pay the annual subscription fee in advance every year.

3. **GUEST RULES:** Members wishing to bring along guests must observe the relevant Club Rules, in particular:

3.1 The member shall register the details of the accompanying guest at the reception desk of the club. The member shall also pay the due guest charges/ green fees for the guest.

3.2 The guest shall adhere to the club rules including but not limited to dress code(s), health and safety rules, smoking rules, pet policy etc.

3.3 Guests must be accompanied on the course by the member at all times.

3.4 The Club reserves the right to refuse entry to any guests, including former Members, barred guests.

3.5 The member shall take the sole responsibility of any actions/ deeds of the guest brought by him and the club reserves to charge any such damages from the member.

4. **CLUB RULES:** The member agrees to follow the terms and conditions of the club as mentioned below. The club management shall have the right to cancel the membership in case a member or his or her

guest fails to adhere to these rules. The management has the right to change any rules and regulations at its own discretion.

4.1 The member shall adhere to the dress code as per the club policy.

4.2 No member, visitor dependent or guest shall give any money fee or gratuity to any employee of the club.

4.3 Food and alcohol beverages from outside are strictly prohibited in the club.

4.4 The member or his guest shall not damage and good/ equipments of the club and shall maintain due care while using the club facilities.

4.5 The member shall carry his valid membership card at all times in the club and shall produce it to any employee of the club upon demand.

4.6 That the minor dependent member(s) shall be allowed only with an adult member(s).

4.7 No alcoholic drinks/ beverages will be allowed to any one below the age of 19 years. The club staff may ask to produce the legal photo ID of anyone, to verify the age.

4.8 Smoking, chewing tobacco, smokeless tobacco and electronic cigarette use is not permitted in any area other than the "SMOKING ZONE".

4.9 The Members shall keep the place in good and hygienic condition and shall not litter.

4.10 All notices will be posted in the club premises which shall be adhered by the members and accompanying guest. Any such notice shall be placed in the club premises by the authority of the club management.

4.11 Pets are not permitted in the club including but not limited to dogs, cats and household birds or any other pets.

4.12 All the members and guests are advised not to carry their valuable belongings to the club house. The Members/ Guest shall be solely responsible for their belongings and the club management shall not be responsible for any loss or damage caused to the member or his guest.

4.13 Members are expected to abide by notices, signs and information provided for their safety and the safety of others. Member shall not engage in any activity which may cause any harm to him or to any other person.

4.14 The Member/ Guest shall ensure that no one is hit while they play. Further the member/ guest shall at all times be beware of other people playing on the golf course.

4.15 That the member/ guest should be in their good senses at all times during their visit to the club. The Club may deny admission/ or ask anyone to leave the premises who is found to be intoxicated.

4.16 That the member or guest shall demonstrate good order and behavior to each other and to the staff. The use of abusive and/ or profane language and the threat of, or use of, violence will not be tolerated.

4.17 That the member or the guest is advised to take due precautions while using any club facility or premises and shall be responsible for the same. The management shall not be responsible for any injury to anyone.

4.18 That the member or the guest shall exercise or play as per his/ her physical limitation and shall in no way do any act that may or otherwise aggravates ailments, disability or life-threatening conditions and the member/ guest shall be responsible for the same and in no way shall hold the management or any employee accountable for the same.

4.19 The member shall fully adhere to the rules of the affiliated club and in no manner jeopardize the relations with the affiliated club.

5. **OPENING TIMES:** The opening and the closing time for use of facilities and club premises shall be published on the Notice Board from time to time. The club management has the sole discretion to make changes to the standard opening and closing hours from time to time. Emergency closure of the

premises or facilities in the event of adverse weather conditions, repair and/or maintenance or any force majeure condition will be notified on the Notice Board.

6. Affiliated clubs: That the member shall be entitled to use the reciprocal clubs facilities as per the entitlement of the membership (where applicable) and norms and rules of the affiliated club. That the Club Management shall have the full right to Add or Delete use of the facilities of any Affiliated Club(s) at its own discretion. That the member shall not object to this at any point of time.

7. TERMINATION, SUSPENSION, TRANSFER OF MEMBERSHIP: The Company reserves the right to cancel or suspend membership at any time in the following circumstances:

7.1 In case any member commits any breach of the Terms and Conditions and/ or the Club Rules as prescribed by the management from time to time.

7.2 In case any part of a membership fee due by a Member is not paid on or before its due date.

7.3 In case a member provides any details which turn out to be false and frivolous.

7.4 In case any member wants to transfer his membership to any third party, the member shall apply to the Club with the details of the new proposed member along with the up to date payment receipts of his all dues, along with his membership card(s). The Management shall have the full right to accept or reject the said transfer which shall be subject to payment of administration/ transfer charges (currently fixed at 10% of joining fee at that point of time) which may vary from time to time at the sole discretion of the management. The transfer shall only be for the remaining period of the given membership.

8. CHANGES IN RULES: The Club may change/ amend any of the terms and conditions and/ or the rules and regulations from time to time at its own discretion and all the members/ guests agree to abide by the

9. JURISDICTION:- All legal disputes arising from or relating to the Site, Member/ Guest access and/or use of the Site, this Agreement, the Terms and Conditions of Services Agreement shall be settled under the laws of Canadian courts subject to laws of Canada. In the event of any dispute of whatever nature, such dispute shall be settled in good faith between the parties. In case, such dispute cannot be resolved by negotiation within 30 days, such dispute shall be referred to a binding arbitration where the arbitrator shall be appointed by the Chairman of the Club Management. The place of arbitration shall be Niagara, Canada. The Member agree that the exclusive jurisdiction and venue for any litigation be an appropriate court located in Niagara, Canada and member irrevocably consent to the exclusive jurisdiction and venue of such courts. If any member files suit or engages in other legal process to enforce the terms and conditions of this Agreement or the Terms and Conditions of Services Agreement, the Club in any such litigation shall be entitled to recover its reasonable attorney's fees and costs in connection with such enforcement efforts. The Member agree that CLUB may provide notices relating to this Agreement, the CLUB Privacy Policy, and the CLUB Terms and Conditions of Services Agreement to members, including those regarding changes, by e-mail, regular mail, notice board, and/or postings to the Site.

10. INDEMNIFICATION: The Member agree to defend, indemnify and hold harmless the CLUB and its subsidiaries, affiliates, related companies, employees, officers, directors, agents, telecommunications providers, and content providers from all claims, demands, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from your breach of this Agreement, members violation of the rights of any third parties using the services provided by CLUB or the Site, or your violation of any federal, state, local or other applicable laws, rules, or regulations using the service provided by CLUB or the Site.

11. WAIVER AND SEVERABILITY: The failure of the CLUB to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties. Intentions as reflected in the provision and the other provisions of this Agreement shall remain in full force and effect.

The above terms and conditions and the rules and regulations for the Water Park Golf and Country Club, Wainfleet, Ontario Canada has been made by the Club Management and all the Members, Dependents, Guest hereby agree to adhere the same at all times.