



# GREENHORN CREEK

• R E S O R T •

## **GOLF CLUB APPLICATION FOR MEMBERSHIP PRIVILEGES**

2021

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If this Application for Membership is requesting that the membership be held in the name of a company, corporation, partnership, trust or other form of multiple ownership, then the company must designate below the person who is designated as the initial user of the membership privileges. In addition, the designated user must submit an Application for Membership Use Privileges and be approved by the Club prior to use of the membership privileges. The company and each designated user are jointly and severally liable for all dues, fees and other charges incurred by the designated user, immediate family members and their guests. The company may change the designated user from time to time upon approval of the new designated user by the Club, payment of the change of designee fee established by the Club and written authorization from the company.

## **2. APPROVAL FOR MEMBERSHIP PRIVILEGES**

The facilities to be provided at Greenhorn Creek Golf Club are owned and operated by Motherlode Investor L.L.C., a California limited partnership, doing business as Greenhorn Creek Golf Club (the "Club"). The undersigned hereby applies for membership privileges in the Club. This Application for Membership Privileges will not be acted upon unless fully completed and signed. Membership is contingent upon approval, which approval shall be in the Club's sole and absolute discretion.

## **3. MEMBERSHIP PRIVILEGES IN THE CLUB/ NO OWNERSHIP OF CLUB OR CLUB FACILITIES**

The undersigned hereby acknowledges that the facilities provided at the Club are owned and operated by Motherlode Investor L.L.C. and that membership in the club permits the member to use the facilities, but is not an investment in the Club, nor does it confer on the member any equity or ownership interest or any other property interest in the Club or the facilities provided at the Club. Membership in the Club does not grant a member a vested or prescriptive right or easement to use the facilities provided at the Club, but grants to the member a revocable license (due to Member default or Club dissolution) to use the facilities provided at the Club in accordance with the Membership Documents. Members do not have any interest in the income of the Club and do not have the right to receive any of the Club's assets if the Club is dissolved. The undersigned acknowledges that membership is being obtained for the sole purpose of using the facilities provided at the Club and not as an investment, and that membership Initiation Fees, or any portion thereof, will not be repaid until the resigned membership is reissued to a successor member, and only then if the membership type is deemed refundable. A member only obtains a revocable license to use the facilities provided at the Club.

## **4. PAYMENT OF MEMBERSHIP INITIATION FEE**

The undersigned hereby agrees to pay in full the required Membership Initiation Fee set forth in Section 1 above, plus all applicable taxes, upon submitting this Application for Membership Privileges to the Club. The undersigned hereby agrees that this Application for Membership Privileges and the payment of the required Membership Initiation Fee are irrevocable, by applicant member, after they have been mailed or delivered to the Club, unless the undersigned is not approved for membership.

## **5. PAYMENT OF CLUB MEMBERSHIP ACCOUNT**

All dues, fees, food, beverage, merchandise, services and other charges of the Club charged to the member's Club account will be billed monthly and shall be due upon receipt. The undersigned hereby agrees to pay the Club account when due. Amounts due shall be deemed delinquent if not paid within thirty days after the date of the monthly statement and the membership will be in default. Past due bills will accrue a late fee each month in an amount equal to a minimum late fee established by the Club in the Membership Plan, Schedule of Dues, Fees and Charges, and/or interest at the maximum, non-usurious rate permitted by law from the date of the statement until paid in full. The member will have an additional thirty days to return to good standing, however, if member remains in default then the Club may declare the membership terminated. The undersigned further agrees to pay all

reasonable attorneys' fees, investigation fees and other costs incurred in connection with the collection of delinquent Club accounts. The membership card shall remain the property of the Club at all times and shall be returned to the Club upon request.

## **6. RELEASE AND INDEMNIFICATION OF THE CLUB**

The undersigned, the spouse, any designated user of a company-held membership and immediate family members hereby acknowledge that the use and enjoyment of the facilities provided at the Club (including, but not limited to, the golf facilities, swimming facilities, picnic area, fitness center, clubhouse and golf carts) involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. As a result, each member, spouse, designated user of a company-held membership and immediate family member expressly and voluntarily assumes all risks of death, personal injury and other damages and consequences which may be sustained while using the facilities provided at the Club, including, but not limited to, the use and operation of golf carts on or off the facilities provided at the Club.

The undersigned hereby agrees and each spouse, designated user of a company-held membership and immediate family member hereby agrees by using or entering upon the facilities provided at the Club to fully, finally and forever release and discharge the released parties (as defined below) from any claims and damages (as defined below), including but not limited to, such injuries or damages as may be caused by the negligence whether passive or active, primary or contributory, of the released parties; or by hidden, latent or obvious defects in the facilities provided at the Club.

The undersigned hereby agrees to defend, indemnify and hold released parties harmless of and from any and all claims and damages (including reasonable attorneys' fees and costs of investigation and defense) arising out of, the use of, or presence upon, the facilities provided at the club, including, but not limited to, the use or operation of golf carts on or off the facilities of the club, by the undersigned, any designated user of a company held membership, immediate family members, guests of members, any other user, occupant or person present upon the facilities provided at the Club, and any other person claiming to have suffered claims and damages at the facilities provided at the Club. Such indemnification shall include, without limitation, claims and damages which arise or are alleged to have arisen from the negligence, whether active or passive, sole or contributory, of the release parties or any of them.

For the purposes of this Section 6, the term "Released Parties" includes Motherlode Investor L.L.C., Greenhorn Creek Partners; Greenhorn Creek Management, a corporation; persons or entities participating in the design and/or construction of the facilities provided at the Club; and the employees, agents, consultants, shareholders, directors, partners, members, affiliates and representatives of all of the foregoing persons and entities.

For purposes of this Section 6, the term "Claims and Damages" shall mean all liabilities, claims or causes of action for any type of damage or injury (including personal injury, death and property damage), and any actual damage or injury arising out of or caused by (or alleged to arise out of or be caused by) the use or misuse of the facilities provided at the Club, including, but not limited to, the use and operation of golf carts on or off the facilities provided at the Club, the presence or entry of any person upon or within the facilities provided at the Club or the participation in any contest, game, function, exercise, competition or other activity organized, operated or sponsored by the Club on or off the facilities provided at the Club. Without limiting the generality of the foregoing definition, "Claims and Damages" shall include all claims for damages or injuries (including personal injury, death and property damage) arising out of or alleged to arise out of: (I) Alleged defects or deficiencies in the facilities provided at the Club, including, without limitation, the golf course, practice range, putting green, swimming pool, fitness center, golf carts, clubhouse, parking lots, walkways, locker facilities and all other related facilities; (II) The failure or alleged failure of the Club or any Related Parties and/or operator of the facilities provided at the Club to provide reasonably safe facilities; (III) The consequences, whether intended or unintended, reasonably anticipated or not,

common or unusual, natural or unnatural, arising from or related to: the use and operation of golf carts on and off public roadways whether or not in transit to or from the facilities provided at the Club; the use of the golf course, practice range, putting green, including the consequences of being struck by errant golf balls; the use of the swimming pool and surrounding areas, including the consequences of slipping, falling, wading, swimming, or diving; and the use of the tennis courts and related facilities, including the consequences of being struck by a moving tennis ball or tennis racquet; and (IV) The negligence (whether passive or active, primary or contributory) of the released parties identified above. The releases and indemnities set forth above shall not serve to exempt a Released Party from responsibility for his, her or its own fraud, willful injury, or violation of law.

The failure or delay of the Club at any time to require the performance of any provision of this Application or the Membership Documents as the same may be amended from time to time even if known, will not affect the right of the Club to require the performance of that provision or to exercise any right, power or remedy under this Application or the Membership Documents should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Application or the Membership Documents. No notice to or demand on the undersigned in any case shall, of itself, entitle the undersigned to any other further notice or demand in similar or other circumstances.

This Application and all transactions contemplated by this Application shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California without regard to principles of conflict of laws. Venue of all proceedings in connection herewith shall be in Calaveras County, California.

### 7. RECEIPT OF MEMBERSHIP DOCUMENTS

The undersigned hereby acknowledges receipt of the Membership Plan for Greenhorn Creek Golf Club, and the Rules and Regulations (collectively, the "Membership Documents"), per their revision in effect per date below, and agrees to abide by all of its respective terms and conditions as amended from time to time. If approved for membership, the undersigned agrees to fully substitute the membership privileges acquired pursuant to the Membership Documents for any present and prior rights in or to use the Club Facilities.

This Application for Membership Privileges shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

Upon signing this Application for Membership Privileges, the undersigned authorizes the disclosure and release of information to Greenhorn Creek Golf Club for investigation the undersigned's qualifications for membership and hereby authorizes those persons or entities herein to furnish information to Greenhorn Creek Golf Club. The undersigned understands that acceptance for membership in Greenhorn Creek Golf Club is subject to approval and payment of the required Membership Initiation Fee, dues, fees, and charges.

If the undersigned is married then the signature of the spouse is required:

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
*Applicant Member*

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
*Applicant's Spouse*