



**MEMBERSHIP APPLICATION**

**APPLICANT INFORMATION**

Primary Member Name:			
Date of birth:     /     /	Home Phone: (    )	Cell Phone: (    )	
Current address:			
City:	State:	Zip:	Gender (circle):   Male or   Female
Email address:			

**MEMBERSHIP TYPE & BILLING OPTION**

Membership Type (circle):	a. Individual	b. Family	c. Weekday Individual
	d. Student	e. Summer Student	f. Weekday Family
Home Course (circle):	a. Chester	b. Fort Mill	c. Lancaster
			d. Springfield
Privileges Requested (circle) :	a. 2 courses (Chester and Lancaster only)		b. All 4 Courses
Would you like to receive bills/receipts via e-mail? (circle):   Yes    No			

**EMERGENCY CONTACT**

Name:	Relationship:
Home Phone: (    )	Cell Phone: (    )
Work Phone: (    )	

**SPOUSE INFORMATION IF FAMILY MEMBERSHIP**

Name:	Gender (circle):   Male or   Female
Date of birth:     /     /	Work Phone: (    )
Cell Phone: (    )	
Email address:	

**SIGNATURES**

In consideration for Leroy Springs & Company ("LSC") allowing me and the family member(s) living in my household set forth in this Application to be a member of the golf course set forth above which includes privileges to play at the Fort Mill Golf Course, the Chester Golf Course, the Lancaster Golf Course and Springfield Golf Course owned by LSC (individually and collectively, the "Golf Courses"), I hereby acknowledge and agree (a) that my / our use of the Golf Courses constitutes an "Activity" as defined in the Assumption of Risk, Waiver, Release and Indemnity Terms attached hereto or included on the reverse side of this Application (together with this Application, the "Agreement"), (b) that I / we are bound by, and hereby agree to, all of the covenants, releases, waivers, terms and conditions of the Agreement, (c) to comply with any rules adopted by LSC from time to time governing use of the Golf Courses or any other Activity, which rules may be amended by LSC from time to time in its sole discretion (the "Rules"), (d) that I have received and reviewed the current Rules applicable to the Golf Courses, (e) that LSC may post the Rules on its website, (f) that LSC is not required to deliver a copy of the amended Rules to me, and (g) that I will visit LSC's website periodically to check for amendments to the Rules. I/We certify that I /We are covered by an insurance program, which will compensate for injuries incurred while participating in the Activities. I understand my membership is to remain in effect until cancelled by either party. LSC reserves the right to deny or cancel membership participation. A written notice from me is required at least ten days prior to cancellation of membership. LSC reserves the right to cancel membership without refund at any time.

Signature of applicant:	Date:
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**FOR FAMILY MEMBERSHIP – PLEASE LIST CHILDREN**

Child 1 Name:

Date of birth:     /     /                      Home Phone: (     )                      Cell Phone: (     )

Current address *(if different from Primary)* :

City:                                      State:                      Zip:                      Gender (circle):   Male or Female

Email address:

Child 2 Name:

Date of birth:     /     /                      Home Phone: (     )                      Cell Phone: (     )

Current address *(if different from Primary)* :

City:                                      State:                      Zip:                      Gender (circle):   Male or Female

Email address:

Child 3 Name:

Date of birth:     /     /                      Home Phone: (     )                      Cell Phone: (     )

Current address *(if different from Primary)* :

City:                                      State:                      Zip:                      Gender (circle):   Male or Female

Email address:

Child 4 Name:

Date of birth:     /     /                      Home Phone: (     )                      Cell Phone: (     )

Current address *(if different from Primary)* :

City:                                      State:                      Zip:                      Gender (circle):   Male or Female

Email address:

Child 5 Name:

Date of birth:     /     /                      Home Phone: (     )                      Cell Phone: (     )

Current address *(if different from Primary)* :

City:                                      State:                      Zip:                      Gender (circle):   Male or Female

Email address:

**OFFICE USE ONLY**

RATE \$ \_\_\_\_\_/MONTH      DATE LETTER SENT \_\_\_\_\_

### Assumption of Risk, Waiver, Release and Indemnity Terms

LSC offers a variety of golf related and social activities at the Golf Courses (each, an “Activity,” and collectively, the “Activities”). In consideration of LSC allowing me and any family member(s) set forth in the Application to participate in one or more Activities at the Golf Courses, I / we agree to comply with all applicable laws and all rules adopted by LSC from time to time with respect to any Activity, and further agree as follows (as used in this Agreement and except as stated otherwise, “I” shall refer individually and collectively to all persons set forth in the Application).

**Acknowledgment and Assumption of Risk.** I acknowledge, understand and agree that: (a) the Activities can be causes of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death; (b) participation in these Activities can be very dangerous and may entail high risk of injury or death to any participant; (c) the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death; (d) I assume and accept full responsibility for the risks identified herein and those risks not specifically identified; (e) my participation in these Activities is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks; (f) engaging in these Activities may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant to ensure I am capable of performing the Activities; and (g) for certain Activities, LSC staff, volunteers or agents may be available to more fully explain to me the nature and physical demands of each Activity and the inherent risks, hazards and dangers associated with these Activities, but LSC assumes no responsibility to explain all risks to me, and I am solely responsible for determining whether I should participate in a certain Activity. I certify that I and any Minor (defined below) for whom I sign this Agreement are fully capable of participating in these Activities. Therefore, I assume and accept full responsibility for myself, including all minor children under the age of 18 in my care, custody and control (each, a “Minor”), for bodily injury, death or loss of personal property and expenses as a result of the risks and dangers identified herein and those risks and dangers not specifically identified, and as a result of my or a Minor’s negligence in participating in any Activities. I also understand and acknowledge that LSC cannot foresee or predict every possible risk or danger which may result in injury or death, and it is my responsibility to participate, and to ensure that each Minor participates, in a responsible and careful manner at all times. For certain Activities, LSC may require me to complete a Participant Information form containing basic information about my or a Minor’s physical condition and medical history. I represent and warrant that any Participant Information form I have completed is accurate and complete.

**Waiver and Release.** I, for myself and any Minor for whom I sign this Agreement, waive, release, discharge and agree not to sue or bring any claim against LSC, the Golf Courses, or any of their respective directors, members, managers, shareholders, officers, employees, volunteers or agents (collectively, “Released Parties”), for or with respect to any and all claims, liabilities, judgments, damages, costs, fees or expenses, including without limitation, attorneys’ fees and expenses (collectively, “Claims”), arising out of or related to this Agreement, my or any Minor’s participation in any Activity, my or any Minor’s presence in or around the Golf Courses, or my or any Minor’s use of any equipment I, a Minor or another person may have brought onto the Golf Courses or equipment provided by LSC (collectively, “Equipment”), including, without limitation, any Claims for personal injury, death, or damage to property and specifically including, without limitation, any and all Claims based on the alleged negligence of any of the Released Parties to the extent allowed by applicable law, but excluding Claims based on gross negligence.

**Indemnity.** I, for myself and any Minor for whom I sign this Agreement, agree to indemnify, defend, and hold harmless each of the Released Parties (i.e., I agree to pay or reimburse each of the Released Parties) from and against any and all Claims arising out of or related to this Agreement, my or any Minor’s participation in any Activity, my or any Minor’s presence in or around the Golf Courses, or my or any Minor’s use of any Equipment, including, without limitation, any Claims for personal injury, death, or damage to property and specifically including, without limitation, any and all Claims based on the alleged negligence of any of the Released Parties.

**Additional Terms.** LSC has the right to require me to provide proof of insurance as a condition to my participation in an Activity. I acknowledge that I and any Minor may be photographed, recorded or videoed while participating in Activities, and I hereby (a) waive any right of privacy and (b) authorize LSC and the Golf Courses to use, copy, reproduce and distribute any photograph, video, or sound recording for any purpose at no charge. I agree to comply with any rules adopted by the Golf Courses or LSC from time to time with respect to any Activity. I agree that this Agreement will be interpreted and enforced under the laws of South Carolina, and that venue for any legal proceeding regarding this Agreement shall be in York County, South Carolina. If any part of this Agreement is held by a court to be unenforceable, the unenforceable part of this Agreement will be deleted without any effect on the remainder of this Agreement. By signing this Agreement as part of the Golf Course Application, I intend to place my hands and seals on this Agreement so that this Agreement will be considered a sealed instrument for all purposes under South Carolina law. I have carefully read, clearly understood and accept the terms and conditions stated herein and acknowledge that this Agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including each Minor. If I am signing for a Minor, I represent and warrant that I have legal authority to sign this Agreement for the Minor, and I hereby agree to all of the foregoing terms, covenants, representations and warranties for and on behalf of such Minor. My covenants under this Agreement will survive termination of this Agreement or my participation in any Activity.

## Membership Rules

### **A. MEMBERSHIP REQUIREMENTS:**

1. LSC reserves the right to limit memberships.
2. Memberships are available under multiple categories. For the purpose of Family Memberships, membership includes spouse and unmarried dependent children attending school or in the military age 22 and under. Student membership is for any individual attending school or in the military age 22 and under. Evidence will be required of a full time student for all high school graduates and for military dependent membership.

### **B. MEMBERSHIP PRIVILEGES:**

1. The privileges hereby conferred on a 'Two Course' membership include the use of two golf courses operated by LSC and named herein, Chester Golf Club and Lancaster Golf Club (the "Golf Clubs"), subject to these rules and regulations. A membership is strictly of a non-proprietary nature and does not confer upon the holder thereof any ownership of interest in the land, improvements or assets of the Golf Clubs. The holder of membership shall not be subject to any assessments or any liabilities of the Golf Clubs. Any other facilities or services which may be available at the Golf Clubs may only be used by holder of membership upon payment of customary charges set forth for such services at facilities provided.
2. Members have discounted privileges at LSC sister courses, the Fort Mill Golf Club and Springfield Golf Club. Fees are set on an annual basis; date and time restrictions will apply.

### **C. RESIGNATION:**

1. Any member shall be permitted to resign at any time by tendering his or her notice of resignation in writing to LSC. Such resignation will be effective on the last day of the month in which the resignation was tendered and dues will be paid accordingly. **Members who resign their membership will not be considered for reinstatement for 12 months following such resignation.**
2. Suspension of memberships for medical reasons may be approved by the Director of Golf on a case-by-case basis for members in good standing. Members with medical suspensions will not be liable for dues accrued during such suspension.

### **D. PAYMENT OF DUES AND INDEBTEDNESS:**

1. Dues shall be due and payable monthly in advance together with any indebtedness incurred by the member for any merchandise purchased or facilities or services used, or late fees during any prior period. If the payment of such dues and all such indebtedness is not made on or before the fifth day of the month, LSC, at its sole discretion, may suspend or cancel the membership of any such delinquent member. Cancellation of membership shall not relieve such delinquent member from liability for all monthly dues incurred prior to date of cancellation of such membership, or for liability for all indebtedness owed to LSC.

### **E. CANCELLATION OF MEMBERSHIP FOR CAUSE:**

1. In addition to cancellation of membership pursuant to the provisions of **ARTICLE A** and **ARTICLE D** above, membership may be cancelled by LSC at its sole discretion in the event of the flagrant violation by a member of these rules and regulations, conduct detrimental to the use of the golf course by others, and/or failure to abide by rules and regulations of the golf course.

### **F. OBSERVANCE OF COURSE RULES & MISCELLANEOUS:**

1. It is understood that the Golf Clubs may fix from time to time rules and regulations concerning the use of the golf course, the conduct of players and reasonable limitations required on play on the golf course during specific days, such as specific days set aside for male golfers or women golfers and restricted play at certain times by reason of tournaments scheduled by the golf course. All members shall abide by all such rules and regulations as shall, from time to time, be fixed by LSC.
2. It is the duty of each Member using the facilities to familiarize him or herself with and observe the rules of etiquette as required in the rules of the U.S.G.A.
3. Members recognize that it is the responsibility of all golfers, including members, to care for the course. Divots shall be filled with material provided on tees and in carts; ball marks are to be repaired on greens; and bunkers are to be raked after use.
4. While using the Golf Courses and/ or its Facilities for any reason, members shall act with common courtesy, and shall not display rude or offensive behavior. When a member is using or occupying Club Facilities, the Golf Clubs shall have the sole right to adjudge behavior as rude or offensive using generally accepted standards of decorum.
5. It is understood that play at the Golf Clubs is not limited to the holders of membership and is open for public play. The Golf Clubs, to the extent possible in the orderly operation of its golf course, shall endeavor to give starting time preference to members of the course but it is specifically understood that any such preference shall be entirely at the discretion of course management.

### **G. CHANGES:**

1. The Golf Clubs reserve the right to make necessary changes and updates to these Rules and Regulations at any time; the Rules will be posted on the website.

### **H. NOTICES:**

1. All written notices required to be given to a member may be given either by delivering such notice personally to a member or by placing such notice in the United States mail, postage prepaid, addressed to member at the mailing address shown on member's application for membership. Alternatively, such notice may be sent by e-mail addressed to member at the e-mail address shown on member's application for membership, as updated by the member with the golf club.