GOLF CLUB FACILITY USE AGREEMENT WITH RELEASE AND INDEMNITY PROVISIONS

This agreement is between Timber Creek Golf Club, LLC, referred to herein as "Golf Club", and Clear Brook High School, referred to herein as "Participant".

The address of the parties to this agreement for all purposes is set out by the place provided for signatures at the end of this instrument.

1. Term: This agreement shall begin on the 19th day of August, 2019, and shall continue until either of the parties gives written notice to the other of their intent to terminate the agreement. No refunds of any amounts paid prior to termination notice shall be due the party paying same. Notice shall be given thirty

(30) days prior to termination date desired by the party so noticing.

1. Facility Use: The Participant shall have the use of the Golf Club facilities on Monday thru Thursday of each week, excluding holidays, with the maximum number of individuals permitted daily to be 15 individuals.
2. Supervision: The Participant shall furnish supervisory personnel, such as golf coach or other responsible adults, to actively supervise, manage and direct the activities of the individuals sent to the Golf Club by the Participant.
3. Liability: Participant agrees to be fully responsible and liable for any loss or injury sustained by an individual sent to the Golf Club by Participant, and agrees to hold the Golf Club harmless and indemnify and defend the Golf Club should any claim or loss be asserted against the Golf Club, its owner, employees, agents or guests arising from the actions of Participant's invitees.
4. Payment: Participant agrees to pay to the Golf Club the sum of

$1500 .00 per year, representing the use of the Golf Club Facilities by Participant for the following period: Augu t 19th, 2022 to Mav 22nd, 2023. Payment shall be made in advance of each period of use specified.

Timber Creek Golf Club, LLC "Golf Club"

By: \_

Clear Brook High School "Participant"

by: \_

LIABILITY WAIVER FORM

In consideration of the opportunity to utilize the premises and facilities of the Timber Creek Golf Club, LLC, the undersigned does hereby release and forever discharge Timber Creek Golf Club, LLC and any and all other persons, employee, firms, companies and entities from any injuries or damages sustained while on the Timber Creek Golf Club premises.

The Parties UNDERSTAND AND AGREE that this Release the executed to induce Timber Creek Golf Club, LLC to allow participants in the Clear Brook High School golf program to practice on the premises.

The Parties FURTHER UNDERSTAND AND AGREE that in consideration of the use of the Timber Creek Golf Club premises, that the undersigned shall indemnify, save and hold harmless Timber Creek Golf Club, LLC from any and all damages, including, without limitation, monies paid out, court costs, attorney fees, and other expenses that Timber Creek Golf Club, LLC may incur or become liable for arising out of any claim, demand or cause of action based on injuries or damages claimed by the undersigned, or if signing for a minor, claimed by or on behalf of said minor.

Signature of Participant: Date: \_

If participant is under 18, each parent or guardian, or individual with legal custody must sign:

Parent: Date:

Parent:

'Date:

INWITNESS, I affix my signature on \_,2019 \_

**Golf Team Rules & Regulations**

* Practice and play times are **MONDAY thru THURSDAY** during school days. **Friday, Saturday and Sunday's the student is at his/her expense. If tee times are made by the plavers, the player will be charged full rate.**
* Tee times will not be issued in advance. Tee times will be on a first come, first serve bases. Each group will not exceed 4 players. No more than 4 consecutive groups. Tee times will be given by the Head PGA Professional upon availability.
* Soft spikes and collared shirts are required. If the player or players are not wearing a collared shirt, he/she will not be allowed to participate in the days activities.
* No more than 3 players allowed in the Pro Shop at one time. Players will **ONLY**

be allowed in the Pro Shop to purchase any equipment.

* No clubs allowed in the club house.
* **COACHES WILL DISTRIBUTE TOKENS TO THE PLAYERS. ONE**

**TOKEN PER PLAYER.** Unless authorized other wise by the Pro Shop staff.

* Players expectations and requirements:
	+ Repair divots and ball marks on the golf course and around the practice area.
	+ Return range buckets to the proper place. Also, please pick up any extra buckets around the area.
	+ Do not leave any litter on Timber Creek Golf Club property. Dispose of the litter in the proper place.
	+ Do not leave any range balls on the driving range, putting greens or chipping green.
	+ Range balls are for students only. No friends or family members have this privilege.
	+ Students are not allowed to use any golf carts unless instructed by a Timber Creek staff member.
	+ Be courteous to other golfers at Timber Creek Golf Club.
	+ Any damages that may occur, please contact a Pro Shop employee ASAP.

**Please be aware that when rules and regulations are broken, there are consequences. The player and/or team could be banned from Timber Creek Golf Club.**

**Students may be asked periodically to participate as a group in a golf course maintenance activity. This could involve filling divots and other misc. duties. We feel this type of activity helps teach the student proper golf course etiquette.**

Finally, ladies and gentlemen it is an honor for your golf team to be at Timber Creek Golf Club. You are now not only representing your High School, but Timber Creek Golf Club. Follow these rules and regulations and we look forward to a long relationship here at Timber Creek Golf Club.

Thank You,

Billy Stoker

Head PGA Professional Timber Creek Golf Club

# X:

(parents signature)

# X:

(players signature)

Date: Date: