



## SECTION II. MEMBERSHIP AGREEMENT

1. All of the Required Forms must be completed and submitted to the Club prior to the use of any Facility or commencement of a Game. The Required Forms include this Agreement and reading the Code of Conduct.
2. You attest that you are at least eighteen (18) years of age (junior members must be signed by an adult).
3. You have not been suspended from playing in competition golf at local, state or district level, have not been suspended from any previous Golf Club.
4. The directors of Avana Pty Ltd. have the final say in all membership applications.

**Y/N**

## IV. MEMBER RESPONSIBILITIES

1. Safe use of Facility and equipment. You agree to abide by all policies, guidelines, rules, and regulations (together, the “**Club Code of Conduct and local rules**”) for safe use of the facility and equipment, including following any verbal or written instructions provided by your professional staff, and not endangering any other member. The Club code of conduct and local rules are subject to change.

**You acknowledge and agree that (i) there are risks associated with playing golf; and such use may include the risk of serious bodily injury or death.**

The Club will not provide medical treatment. You understand and acknowledge that neither the Club nor the staff nor other Club personnel have expertise in diagnosing, examining, or treating any medical condition. In the event you experience any illness, injury, discomfort, impairment, or other health problem (together referred to as a “**Health Problem**”) prior to or during your use of the Facility, you agree to

- (i) **immediately inform your Club personnel of such Health Problem, and**
  - (ii) consult your physician and reconfirm your physician’s consent to or approval of your continued participation in activities at or with the Club.
2. You agree that while you are using the Facility or participating in a competition to refrain from the use and that you will not be under the influence of any:
  - (i) medication that may impair your physical or mental capabilities,
  - (ii) alcohol, or
  - (iii) drugs. You acknowledge and agree that such use or influence may increase the risk of serious bodily injury or death to yourself or others.

The Club urges you to not bring any valuables in the Facility. You agree that the Club will not be liable for the loss or theft of, or damage to, your personal property.

3. Member's right to cancellation. You may cancel this Agreement without any penalty or further obligation by causing a written notice of your cancellation to be delivered in person or Postmarked by certified or registered mail within Three (3) business days of the date of this agreement or the date of your receipt to the address specified in this agreement.

Your notice of cancellation shall be accompanied by the Required Forms, including this Agreement, your membership card, and any other documents or evidence of membership previously delivered to you. In the event of your cancellation of this Agreement in the manner specified by this Section 1 no refund of any money paid by you to the Club, pursuant to this Agreement.

4. Additional rights to cancellation. You or your estate may also cancel this Agreement for any of the following reasons:
  - (i) if upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months;
  - (ii) in case of your death;
  - (iii) if the club services to be provided under this Agreement are not available because the Club fails to open, permanently discontinues, or substantially changes the operation of a club or location. You shall no longer be liable for any obligation under such credit or loan agreement.
  
5. The Club reserves the right to cancel this Agreement and terminate your Membership or other privileges granted by this Agreement in the event of a Member Default. A Member Default includes
  - (i) your failure to comply with any of the Club Rules;
  - (ii) intentional or negligent misrepresentation of information contained in this Agreement, or;
  - (iii) failure to make timely payment of your obligations under this Agreement. A terminated Member shall remain fully liable to the Club for all Fees and any other expenses payable to the Club.

## V. MISCELLANEOUS

1. Closings. From time to time, the Facility may partially or fully close and be unavailable for use for reasons including, but not limited to, renovation, repair, special events, or holidays, extreme weather. The Club will make every effort to minimize disruption to members during these periods. Hours of operation will be displayed in the Facility and may be modified from time to time.
  
2. Confidentiality. Information you provide to the Club pursuant to this Agreement, including but not limited to that information provided in the Required Forms (the "**Confidential Information**"), will be treated by the Club and its personnel as confidential, and will not be released or revealed to any person outside of the Club without your express written consent or as required by law. The Club shall employ reasonable and appropriate safeguards to protect your Confidential Information. Notwithstanding the foregoing in this Section 1, you agree that the Club may use or allow such use by another of your Confidential Information in any manner so long as the Confidential Information is not personally identifiable to you.
  
3. Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.
  
4. Waiver. It is understood and agreed that no failure or delay of either party to this Agreement, in exercising any right, power, or privilege provided under this Agreement, shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege provided under this Agreement.
  
5. Governing Law. This Agreement shall be governed by the laws of the Fair Trading NSW.
  
6. Enforcement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.
  
7. Attorneys' Fees. In the event either party institutes legal proceedings against the other for breach of or interpretation of this Agreement, the party against whom a judgment is entered will pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party at pre-trial, trial and all appellate levels.