

MAYFIELD GOLF COURSE INCORPORATED – PLAYERPASS

2020 RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY & PARTICIPATION AGREEMENT

HEREINAFTER THE "RELEASE & PARTICIPATION AGREEMENT"

BY SIGNING THIS RELEASE & PARTICIPATION AGREEMENT YOU AGREE TO THE TERMS AND CONDITIONS INCLUDED HEREIN AND WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial

Name	Last	First	Initial	Phone
	Address		City	Prov./State
	Street	E-mail		Birthdate / M / D / Y /
	Postal Code			

PART A: RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY

TO: MAYFIELD GOLF COURSE INCORPORATED AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, INSTRUCTORS, GUIDES, AGENTS, VOLUNTEERS, INDEPENDENT PASS HOLDERS, SUBPASS HOLDERS, REPRESENTATIVES, SPONSORS, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE RELEASEES").

1. DEFINITION

IN THIS RELEASE AGREEMENT THE TERM "GOLFING" INCLUDES USE OF ALL CLUB FACILITIES, INCLUDING, WITHOUT LIMITATION, FAIRWAYS, GREENS, DRIVING RANGE, RESTAURANTS, PARKING LOTS ("THE FACILITIES") AND RENTAL AND USE OF GOLF EQUIPMENT AND POWER CARTS ("THE EQUIPMENT") AND ALL OTHER ACTIVITIES INCLUDING INVOLVEMENT AS A PARTICIPANT OR SPECTATOR AT GROUP EVENTS, CLINICS, LESSONS, TOURNAMENTS AND COMPETITIONS WHICH TAKE PLACE AT THE CLUB.

ASSUMPTION OF RISKS

I AM AWARE THAT GOLFING INVOLVES MANY RISKS, DANGERS AND HAZARDS INCLUDING, BUT NOT LIMITED TO SLIPS AND FALLS; BEING HIT BY STRAY GOLF BALLS OR GOLF CLUBS; ACCIDENTS OR COLLISIONS INVOLVING MOTORIZED GOLF CARTS; LIGHTNING STRIKES; ENCOUNTERS WITH DOMESTIC OR WILD ANIMALS; FAILURE TO ACT SAFELY OR WITHIN ONE'S OWN ABILITY OR TO STAY WITHIN DESIGNATED AREAS; NEGLIGENCE OF OTHER PERSONS; AND NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE

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TERM

I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT AND APPLY EVERY TIME PARTICIPANT ENGAGES IN GOLFING ON GOLF FACILITY PREMISES, WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH SEASON OR YEAR UNTIL A NEW RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS IS EXECUTED BY OR ON BEHALF OF ME OR PARTICIPANT, AS REQUIRED BY GOLF FACILITY OWNERS AND OPERATORS.

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2. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

2.1. IN CONSIDERATION OF THE RELEASEES PERMITTING MY USE OF THE FACILITIES OR RENTAL OF THE EQUIPMENT, I HEREBY AGREE AS FOLLOWS:

- 2.1.1. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS & HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT. RENTAL EQUIPMENT AGREEMENT I ACCEPT FULL RESPONSIBILITY FOR THE CARE OF ANY POWER CART OR RENTAL CLUBS THAT I USE (THE "EQUIPMENT") AND
- 2.1.2. I AGREE TO PAY FOR ANY DAMAGE TO THE EQUIPMENT AND REPLACE AT FULL RETAIL VALUE ANY EQUIPMENT NOT RETURNED BY THE AGREED DATE. I AM FAMILIAR WITH THE PROPER USE OF THE EQUIPMENT. I UNDERSTAND THAT THE RENTAL STAFF IS ABLE TO ANSWER QUESTIONS I MAY HAVE AS TO THE PROPER USE OF THE EQUIPMENT. TO
- 2.1.3. HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO OR LOSS OF PROPERTY OF OR PERSONAL INJURY TO ANY THIRD PARTY; THIS RELEASE AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES,
- 2.1.4. IN THE EVENT OF MY DEATH OR INCAPACITY; THIS RELEASE AGREEMENT AND ANY RIGHTS, DUTIES AND OBLIGATIONS AS BETWEEN THE PARTIES TO THIS RELEASE AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED SOLELY IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND NO OTHER JURISDICTION; AND

2.1.5. ANY LITIGATION INVOLVING THE PARTIES TO THIS RELEASE AGREEMENT SHALL BE BROUGHT SOLELY WITHIN THE PROVINCE OF ONTARIO AND SHALL BE WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO.

## 2.2 CLAIMS

**TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have, or that Participant has or may in the future have, against the GOLF COURSE OWNERS AND OPERATORS and Mayfield Golf Course Inc., and each of their parent, subsidiary and affiliated entities and their respective directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as 'THE RELEASEES'), and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I/Participant may suffer, or that my/Participant's next of kin may suffer resulting from either my/Participant's use of or my/Participant's, presence on the Facilities or travel beyond the course boundary, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS' LIABILITY ACT**, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME/PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF GOLFING REFERRED TO ABOVE

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## 2.3. SIGNING ON BEHALF OF FAMILY MEMBERS

I UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT ON BEHALF OF A PARTICIPANT OTHER THAN MYSELF, I WARRANT THAT I AM ENTITLED TO EXECUTE THIS AGREEMENT AS THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, AND/OR I HAVE THE EXPRESS AUTHORITY AND PERMISSION FROM PARTICIPANT TO ACCEPT THE TERMS OF THIS AGREEMENT ON HIS OR HER BEHALF, AND THAT I AM RESPONSIBLE FOR ANY CLAIMS BROUGHT BY PARTICIPANT, AS FURTHER SET FORTH HEREIN.

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## PART B: PLAYERPASS PARTICIPATION AGREEMENT

### 3. DEFINITIONS: GENERAL

3.1. FOR PURPOSES OF THIS AGREEMENT, THE FOLLOWING TERMS AND DEFINITIONS ARE USED:

3.2.1. "THE CLUB" REFERS TO MAYFIELD GOLF COURSE INC.

3.2.2. "PASS HOLDER" IS IDENTIFIED AS THE PERSON AT THE TOP OF THIS RELEASE & PARTICIPATION AGREEMENT

3.2.3. "A PLAYERPASS" REFERS TO ANY PRESOLD GREEN FEE AND/OR RENTAL FEE FOR A MOTORARISED CART.

3.2.4. "PUNCHPASS LLC" REFERS THE ONLINE PROGRAM THE CLUB USES TO SELL, REDEEM AND TRACK ALL PALYERPASSES.

3.2.5. "PUNCHPASS ACCOUNT" REFERS TO THE ELECTRONIC ACCOUNT THAT TRACKS ALL PASS ADDITIONS AND REDEMPTIONS.

### 4. DEFINITIONS: PLAYERPASS TYPES, TERMS OF USE & EXPIRY

THE FOLLOWING PLAYERPASSES AVAILABLE FOR 2020:

#### 4.1. 18 HOLES -- WEEKDAY MORNING (WALKING)

4.1.1. This pass is valid for 18 holes for one player

4.1.2. Valid: Monday to Friday (Excluding Weekends & Holidays)

4.1.3. Anytime Weekdays or After 1:30 PM on Weekends & Holidays

4.1.4. This pass expires Midnight on November 15, 2020

#### 4.2. 18 HOLES -- WEEKDAY MIDDAY (WALKING)

4.2.1. This pass is valid for 18 holes for one player

4.2.2. Valid: Monday to Friday (Excluding Weekends & Holidays)

4.2.3. After 10:00 am Weekdays or After 3:00 PM on Weekends & Holidays

4.2.4. This pass expires Midnight on November 15, 2020

#### 4.3. 18 HOLES -- WEEKEND SPECIAL (WALKING)

4.3.1. This pass is valid for 18 holes for one player

4.3.2. Valid: Monday through Sunday

4.3.3. Anytime Weekdays, or Before 8:30 am or After 10:00 AM on Weekends & Holidays

4.3.4. This pass expires Midnight on November 15, 2020

#### 4.4. 9 HOLE -- RESTRICTED (WALKING)

4.4.1. This pass is valid for 9 holes for one player

4.4.2. Valid: Monday through Sunday

4.4.3. 9 Hole Passes are restricted from booking a 9-Hole tee time between 8:30 am and 1:30 pm on any 18-hole course

4.4.4. This pass expires Midnight on November 15, 2020

DEFINITIONS: PLAYERPASS TYPES, TERMS OF USE & EXPIRY (CONTINUED)

**4.5. 18 HOLES – CART PASS (1 SEAT)**

- 4.5.1. Valid: Monday through Sunday
- 4.5.2. This pass is valid for a cart for 18 holes for one (1) seat for one player in a cart with two (2) seats for two (2) players.
- 4.5.3. This pass expires Midnight on November 15, 2020

**4.6. 9 HOLES – CART PASS (1 SEAT)**

- 4.6.1. Valid: Monday through Sunday
- 4.6.2. This pass is valid for a cart for 9 holes for one (1) seat for one player in a cart with two (2) seats for two (2) players.
- 4.6.3. This pass expires Midnight on November 15, 2020

**I UNDERSTAND AND ACCEPT THE PLAYERPASS TERMS OF USE AND EXPIRY TIMELINES AS OUTLINED IN 4.0**

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**5. TERMS & CONDITIONS OF PARTICIPATION**

5.1.1. IN CONSIDERATION OF MAYFIELD GOLF COURSE INC. (HEREIN MAYFIELD GOLF CLUB) AND IN ACCEPTING THIS APPLICATION FOR A PUNCHPASS PARTICIPATION, I (THE UNDERSIGNED) HEREBY AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

- 5.1.1.1. MAYFIELD GOLF COURSE INC. GOLF FACILITIES WILL OPERATE DAILY, WEATHER PERMITTING, COMMENCING APRIL 15 THROUGH TO NOVEMBER 15. THE COURSE WILL BE AVAILABLE FOR PLAY AT THE DISCRETION OF MANAGEMENT. THERE MAY BE TIMES WHEN GOLF CARTS WILL NOT BE PERMITTED. IT IS THE RESPONSIBILITY OF THE PASS HOLDER TO VERIFY WHEN A PASS MAY BE USED. PASSES USED IN A DIFFERENT PLAYING-ZONE THAN THEY WERE INTENDED, ARE SUBJECT TO AN UPGRADE FEE. INFORMATION REGARDING UPGRADE FEES ARE POSTED HEREIN (SCHEDULE 8.1), AND ON THE ON THE WEBSITE AT [WWW.MAYFIELDGOLFCLUB.COM](http://WWW.MAYFIELDGOLFCLUB.COM).
- 5.1.1.2. MAYFIELD GOLF CLUB WILL PROVIDE EVERY PUNCHPASS HOLDER AN ONLINE PUNCHPASS ACCOUNT AND UNIQUE PLAYERPASS ACCOUNT IDENTIFICATION NUMBER. THE PASS HOLDER AGREES TO:
  - 5.1.1.2.1. PROPERLY ESTABLISH A LOG-IN TO THE PUNCHPASS ACCOUNT
  - 5.1.1.2.2. USE THE PUNCHPASS IDENTIFICATION NUMBER TO BOOK TEE TIMES AND REGISTER AT RECEPTION PRIOR TO PLAYING
  - 5.1.1.2.3. MAINTAIN THEIR PUNCHPASS ACCOUNT INCLUDING KEEPING THE ADDRESS AND TELEPHONE NUMBER CURRENT.
  - 5.1.1.2.4. IT IS THE RESPONSIBILITY OF THE PASS HOLDER TO VERIFY WHEN A PASS MAY BE USED. PASSES USED IN A DIFFERENT PLAYING-ZONE THAN THEY WERE INTENDED, ARE SUBJECT TO AN UPGRADE FEE. INFORMATION REGARDING UPGRADE FEES ARE POSTED HEREIN (SCHEDULE 8.1), AND ON THE ON THE WEBSITE AT [WWW.MAYFIELDGOLFCLUB.COM](http://WWW.MAYFIELDGOLFCLUB.COM).
- 5.1.1.3. THERE IS NO COMPENSATIONS FOR A PUNCHPASS THAT IS USED IN PLAYING-ZONE OF LESSER VALUE
- 5.1.1.11. A PUNCHPASS HOLDER WHO MAKES A RESERVATION WILL BE RESPONSIBLE FOR ANY NO SHOWS AS PART OF THEIR GROUP. MAYFIELD GOLF COURSE INC. RESERVES THE RIGHT TO THE FULL VALUE OF THE TEE TIME OR AN EQUIVALENT VALUED PASS. ANY CANCELLATIONS AND/OR MODIFICATIONS TO A TEE TIME RESERVATION MUST BE DONE THROUGH THE MAYFIELD GOLF COURSE INC. CALL CENTRE: 905.843.1626 NO LESS THAN 24 HOURS IN ADVANCE.
- 5.1.1.12. MAYFIELD GOLF COURSE INC. WILL NOT GRANT ADDITIONAL ROUNDS FOR SLOW PLAY OR IF THE ROUND IS AFFECTED BY WEATHER.
- 5.1.1.13. USE OF GOLF CART REQUIRES A VALID G2 OR G DRIVER'S LICENSE TO OPERATE.
- 5.1.1.14. THE PUNCHPASS HOLDER AGREES THAT HE OR SHE WILL NOT TEACH GOLF FOR REMUNERATION ON PROPERTY OWNED OR CONTROLLED BY MAYFIELD GOLF COURSE INC.
- 5.1.1.15. MAYFIELD GOLF COURSE INC. WILL NOT BE RESPONSIBLE FOR ANY LOST OR STOLEN EQUIPMENT OR BELONGINGS.

**4.2. MAYFIELD GOLF CLUB IS UNDER NO OBLIGATION TO REFUND OR EXTEND THE EXPIRY DATES OF ANY ELECTRONIC PUNCHPASSES EXCEPT AS OUTLINED IN THE TERMS OF THIS AGREEMENT.**

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**6. DISPUTES**

6.1.1. IF EVER THE PASS HOLDER OR CLUB BELIEVES THAT THE PLAYERPASSES ISSUED AND REDEEMED ARE NOT ACCURATE, THE FOLLOWING PROCEDURE WILL BE TAKEN:

6.1.1.1. THE CLUB SHALL CONDUCT A REVIEW OF:

- 6.1.1.1.1. THE PLAYERPASS PURCHASE RECORDS
- 6.1.1.1.2. THE SPECIFIC ISSUE TIMES AND RECORDS
- 6.1.1.1.3. TEE TIMES MADE ON BEHALF OF THE PASS HOLDER
- 6.1.1.1.4. THE NUMBER SIGNED REDEMPTION RECEIPTS.

6.1.1.2. THE CLUB WILL:

- 6.1.1.2.1. MAKE A FAIR DERTINATION OF THE CORRECT NUMBER OF PASSES ISSUED AND REDEEMED BASED ON THE FINIDNGS OF THE REVIEW.
- 6.1.1.2.2. PRESENT THE FINDINGS OF THE REVIEW AND DETERMINATION OF CORRECT PASSES ISSUED AND REDEEMED TO THE PASS HOLDER

6.1.1.3. IN THE ABSENCE OF REASONABLE INFORMATION TO DETERMINE THE ISSUE AND REDEMPTION OF PASSES THE CLUB AND PASS HOLDER AGREE TO FIND A MUTUALLY AGREEABLE NUMBER OF PASSES.

6.1.1.4. THE CLUB RESERVES THE RIGHT TO CHARGE A SERVICE FEE TO ANY PASSHOLDER WHO REQUIRES A PAPER COPY OF THEIR PASS RECORDS.

**7. PASS USE & REDEMPTION**

7.1. IN EQUITY TO THE CLUB AND THEIR ABILITY TO PROPERLY OPERATE THE GOLF COURSE, THE PASS HOLDER AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF PASS USE AND REDEMPTION:

7.1.2. COURSE CODE OF CONDUCT: THE PASS HOLDER AGREES TO:

- 7.1.2.1. ALWAYS BOOK A TEE TIME
- 7.1.2.2. BE PRESENT WHEN REDEEMING PASSES.
- 7.1.2.3. SIGN FOR EACH PASS ISSUED AND REDEEMED
- 7.1.2.4. ALLOW COURSE OFFICIALS TO PAIR GROUPS WHEN NECESSARY
- 7.1.2.5. FOLLOW THE COURSE DIRECTION AS SET BY COURSE OFFICIALS
- 7.1.2.6. ADHERE TO THE COURSE POLICY REGARDING THE USE OF POWER CARTS—WHERE CARTS ARE PERMITTED TO TRAVEL ACCORDING TO COURSE CONDITIONS
- 7.1.2.7. KEEP PACE WITH THE GROUP IN FRONT
- 7.1.2.8. REPAIR BALL MARKS AND REPLACE DIVOTS
- 7.1.2.9. ADHERE TO THE COURSE POLICY REGARDING THE CONSUMPTION OF ALCOHOL AND USE OF MARJAUANA
- 7.1.2.10. YIELD TO MAINTENANCE ON COURSE

7.1.3. PLAYERPASSES ARE SHAREABLE; HOWEVER, THE PASS HOLDER MAY ONLY USE A TOTAL OF FOUR (4) PLAYERPASSES AT ONE TIME—ONE (1) PASS FOR THE PASS HOLDER AND UP TO THREE (3) PASSES FOR GUESTS OF THE PASS HOLDER.

<b>I UNDERSTAND AND ACCEPT THE TERMS OUTLINED IN SECTION 8: PASS USE AND REDEMPTION</b>	<b>Initial</b>
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**8. PLAYERPASS PLAYING TIMES, RESTRICTIONS & UPGRADE FEES**

THE FOLLOWING CHART OUTLINES WHEN PLAYERPASSES MAY BE USED. UPGRADE FEES AND RESTRICTIONS ARE CLEARLY MARKED.

**8.1. SCHEDULE OF UPGRADE FEES & RESTRICTIONS**

18 HOLES PLAYING ZONE & UPGRADE FEES	WEEKDAY PLAYING ZONES				WEEKEND & HOLIDAY PLAYING ZONES				
	BEFORE 8:29AM	8:30AM 9:59AM	10:00AM 1:29PM	AFTER 1:30 PM	BEFORE 8:29AM	8:30AM 9:59AM	10:00AM 1:29PM	1:30PM 2:59PM	AFTER 3:00PM
WEEKDAY MORNING PASS	YES	YES	YES	YES	\$25.00	\$30.00	\$25.00	YES	YES
WEEKDAY MIDDAY PASS	\$20.00	\$25.00	YES	YES	\$30.00	\$35.00	\$30.00	\$25.00	YES
WEEKEND MORNING	YES	YES	YES	YES	YES	\$25.00	YES	YES	YES

**SCHEDULE OF UPGRADE FEES & RESTRICTIONS (CONTINUED)**

9 HOLES PLAYING ZONE & UPGRADE FEES	WEEKDAY PLAYING ZONES				WEEKEND & HOLIDAY PLAYING ZONES				
	BEFORE 8:29AM	8:30AM 9:59AM	10:00AM 1:29PM	AFTER 1:30 PM	BEFORE 8:29AM	8:30AM 9:59AM	10:00AM 1:29PM	1:30PM 2:59PM	AFTER 3:00PM
9 HOLE PLAYING ZONES	YES	RESTRICTED FROM 18 HOLE COURSE	RESTRICTED FROM 18 HOLE COURSE	YES	YES	RESTRICTED FROM 18 HOLE COURSE	RESTRICTED FROM 18 HOLE COURSE	YES	YES
9 HOLE UPGRADE FEE TO 18 HOLES	\$25.00	\$30.00	\$25.00	\$20.00	\$35.00	\$40.00	\$35.00	\$30.00	\$25.00

I UNDERSTAND AND ACCEPT THE ASSOCIATED UPGRADE FEES AS OUTLINED IN 8.0

**10.0 FAILURE TO COMPLY WITH TERMS AND CONDITIONS OF PARTICIPATION**

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

**10.1. MAYFIELD GOLF COURSE INC. RESERVES THE RIGHT TO REVOKE AND/OR TERMINATE THE PLAYING PRIVILEGES OF THE PASSHOLDER SHOULD THEY FAIL TO COMPLY WITH THE COURSE RULES AND REGULATIONS AS OUTLINED IN SECTION 7.0.**

**10.1.1. FAILURE TO COMPLY WITH THE COURSE RULES AND REGULATIONS OF THE CLUB WILL BE ADDRESSED IN THE FOLLOWING MANNER:**

**10.1.2. 1ST OFFENSE: THE PASS HOLDER WILL BE VERBALLY WARNED AND A NOTATION PLACED IN THE PASS HOLDERS' FILE**

**10.1.3. 2ND OFFENSE: THE PASS HOLDER WILL RECEIVE WRITTEN NOTIFICATION**

**10.1.4. 3RD OFFENSE: THE RESERVES THE RIGHT TO:**

**10.1.4.1. CANCEL ANY OUTSTANDING PASSES AND REFUSE ACCESS TO THE CLUB**

**10.1.4.2. REFUND THE PASS HOLDER THE ORIGINAL VALUE OF THE PASSES WHEN PURCHASED.**

Date:

Name of Pass Holder:

Signature of Pass Holder:

Name of Guardian:

Name of Mayfield Rep.:

Signature of Guardian:

Signature of Mayfield Rep.:

By signing above, I agree that I have had sufficient time to review this agreement and have been advised to review it with a lawyer. If I did not do so, is because I understood the terms of the Clubs offer and did not feel that I needed legal advice. I understand and accept the terms of this agreement and am signing it voluntarily and under no duress.