



DEPENDENTS

see membership plan for eligibility criteria to be a dependent

Yes, Applicant has dependents as indicated below No, Applicant does not have qualified dependents

| Names | Date of Birth | Charge Privileges | | | |
|-------|---------------|------------------------------|-----------------------------------|------------------------------|-----------------------------|
| _____ | _____ | <input type="checkbox"/> Son | <input type="checkbox"/> Daughter | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Son | <input type="checkbox"/> Daughter | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Son | <input type="checkbox"/> Daughter | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Son | <input type="checkbox"/> Daughter | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

MEMBERSHIP PROFILE

INTERESTS

Primary Email _____

Spouse Email _____

Home Telephone Number _____ Spouse Phone Number _____

Address _____

Preferred contact method (circle one): Phone Text Email

Membership Category _____ Join Date _____

Do you currently have a USGA handicap? No Yes // What is your GHIN _____

If no, would you like to set up at the club? No Yes



MEMBERSHIP APPLICATION AND AGREEMENT

ARTICLE I MEMBERSHIP INFORMATION

The undersigned applicant (“Applicant”) by submission to Owner of this application and agreement (this “Agreement”), hereby applies for membership in the category listed below in the private country club (the “Club”) known as The Ranch Country Club, located in Westminster, Colorado which Club and its facilities (the “Club Facilities”) have been acquired by and are owned by Concert Ranch, LLC, a Delaware limited liability company (the “Owner”) and Applicant agrees to be bound by the terms of this Agreement if admitted to membership in the Club. The term “Owner” also includes and means any successor owner of the Club and/or the Club Facilities, as hereinafter defined.

Club Membership Category Selected _____

ARTICLE II EFFECTIVENESS OF THIS AGREEMENT

This Agreement will only be effective and Applicant considered to be a Club member (individually, each a “Club Member” and collectively the “Club Members”) if, as, and when all of the following actions have occurred:

- (a) Applicant submits this Agreement fully completed and signed by Applicant to the Club together with any and all fees, dues and charges including, but not limited, any nonrefundable Club Membership Fee which may be payable to the Owner for the membership category selected by Applicant (the “Club Membership Fee”) payable as a condition to joining the Club, if any;
- (b) Owner, or Owner’s authorized designee, has signed this Agreement where indicated below;

ARTICLE III PAYMENTS OF DUES, FEES AND CHARGES

(a) Except as may be otherwise specified in this Agreement or otherwise agreed to by Owner in writing and is applicable to Applicant in accordance with such writing, the amount of dues, charges and privileges for each Club membership category is described on a separate Schedule of Dues, Charges, Minimums and Privileges (the “Schedule of Dues, Charges, Minimums and Privileges”), as amended, from time to time, at the sole and absolute discretion of Owner. All Club dues, fees, minimums and other charges will be billed directly to Club Members. Dues will be billed to Club Member in accordance with the provisions of the Rules and Regulations, as defined in Article V hereof, and will be payable in advance as set forth in the Rules and Regulations as amended from time-to-time. Applicant understands that in addition to the payments of annual dues and any Club Membership Fee installments owed by Club Members, the Club will issue an invoice each month (the “Monthly Invoice”) for the consumption charges related to use of Club amenities, including by way of example, charges such as golf cart fees, lessons, food, beverages, unused minimums, merchandise, event participation fees and other charges incurred and charged to the Club Member’s Club account in the prior month. Full payment for each Monthly Invoice shall be due and payable to the Club on or before the date specified in the Rules and Regulations and shall be considered delinquent if not paid by the date set forth in the Rules and Regulations on which such payment becomes delinquent and Member’s charge privileges being subject to suspension or revocation by the Club. Club Members must keep a current and valid credit card on file with the Club to maintain account privileges. Delinquent amounts will be subject to imposition of delinquency interest on the outstanding delinquent amount which will accrue at the lesser of the rate then specified in the Rules and Regulations or (b) the maximum amount that may be contracted for, taken, reserved, charged, or received under applicable law for delinquent payments under applicable law.



MEMBERSHIP APPLICATION AND AGREEMENT

ARTICLE III (CONT) PAYMENTS OF DUES, FEES AND CHARGES

Interest on delinquent amounts outstanding shall accrue beginning on the first day of the month following the month in which the applicable monthly statement was due for payment and until paid. Applicant agrees that any interest which is collected and is in excess of the maximum amount allowed by law shall either be credited to Applicant's account or refunded if no amount remains unpaid on Applicant's account. Applicant acknowledges that the Club or Owner may take whatever lawful action it deems appropriate to effect collection, including without limitation, suspension or termination of Applicant's privileges or membership and/or legal action, and that Owner shall be entitled to recover all actual and commercially reasonable costs and expenses incurred in such collection or legal action and actual and reasonable attorneys' fees awarded by the court, including any fees incurred in connection with appellate proceedings.

(b) Applicant agrees that Applicant is personally responsible and liable for all financial obligations relating to Membership in the Club and those incurred by Applicant's family members and guests. Applicant agrees and acknowledges that Applicant's financial obligations under the Membership are not conditioned upon nor impaired by or reduced by Applicant's inability to use or lack of use of Applicant's Membership or any Club Facilities.

ARTICLE IV ACKNOWLEDGMENT OF MEMBERSHIP STATUS

Applicant acknowledges that membership in the Club is a revocable non-exclusive limited license for the use of the Club Facilities in accordance with this Agreement and, subject only to applicable limitations specified in this Agreement and the Club Documents, as hereinafter defined. The following, each as they may be amended from time to time in Owner's sole and absolute discretion in accordance with their terms, are collectively referred to as the "Club Documents": (a) the Membership Plan of the Club issued by Owner (the "Membership Plan"), (b) the Schedule of Dues, Charges, Minimums and Privileges established and revised from time-to-time, (c) the Club Rules and Regulations, (the "Rules and Regulations") and (d) such other policies and practices as may be implemented from time-to-time by Owner (the "Additional Policies"). Membership is not an investment in the Club, Owner, or the Club Facilities and does not give any Club Member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a Club Member with any equity, ownership or other property interest in the Club Facilities, Club or Owner. Owner reserves the right but shall have no obligation under any circumstance to take any of the following actions from time to time and at any time at Owner's sole and absolute discretion in accordance with subject only to limitations, if any, which may be set forth in the then effective applicable Membership Agreements, the Club Documents or PSA: (i) terminate, add to or modify the Club Documents or any part thereof, (ii) reserve Club memberships, (iii) sell, lease, mortgage or otherwise dispose of all or any portion of the Club Facilities in any manner whatsoever and to any person whomsoever, (iv) issue, add, modify or terminate any type or category of Club membership, (v) convert the Club into a member-owned club, (vi) suspend or terminate Club membership privileges or a membership of a Member for disciplinary reasons as provided in this Agreement and the Club Documents and, (vii) make any other changes in the terms and conditions of the membership or the Club Facilities available for use by Club Members. Applicant agrees that the addition of any new category of membership or modification of any attribute of any existing category of membership shall not constitute an elimination or discontinuance of any existing category of membership under any circumstances unless such elimination or discontinuance is specifically confirmed in writing by Owner.



MEMBERSHIP APPLICATION AND AGREEMENT

ARTICLE V

RECEIPT AND OBSERVANCE OF MEMBERSHIP DOCUMENTS

Applicant hereby acknowledges receipt of a copy of the current versions of: (a) the Membership Plan; (b) the Schedule of Dues, Charges and Privileges; (c) the Rules and Regulations and (d) the Additional Policies, if any, and that Applicant has read and understands them, and agrees to be bound by the terms and conditions thereof as the same may be amended, from time to time, by Owner as provided by, or unless prohibited by, the terms of the Club Documents or this Agreement. Applicant further acknowledges receipt of a copy of this Agreement and that Applicant may not rely and is not relying on any oral or written representations not specifically contained in this Agreement or the Club Documents TO PROVIDE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THIS AGREEMENT OR THE CLUB DOCUMENTS.

ARTICLE VI

ASSUMPTION OF RISK

(a) Applicant hereby acknowledges that entry upon the Club premises, use of the Club Facilities, exercise of any Club privilege or use of any offering of or by the Club or incident to Club membership is undertaken with knowledge of risk of possible injury. Applicant acknowledges that golf, tennis, fitness and other Club activities involve inherent risk, including the risk of serious bodily injury and death. Applicant hereby accepts any and all risk of injury to Applicant and Applicant's family members sustained while on Club premises, using the Club Facilities or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, Applicant acknowledges and, on behalf of Applicant's guests, invitees and family members acknowledges, that each understands that they are relieving Owner, Owner's affiliates, and their successors and assigns and each of their respective directors, members, managers, officers, partners, shareholders, employees, representatives and agents and all other Club Members from any and all loss, cost, claims, injury, damages or liability sustained or incurred by Applicant and Applicant's guests, invitees and family members resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities or Club premises unless caused by gross negligence or criminal act of Owner or Owner's employees, representatives or agents. Applicant further acknowledges that: (i) the novel coronavirus, "COVID-19", has been declared a worldwide pandemic by the World Health Organization; (ii) COVID-19 is extremely contagious and (iii) is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have recommended or ordered social distancing and have, in many locations, prohibited the congregation of individuals into groups. The Club takes the pandemic very seriously and endeavors to comply with the applicable measures recommended by the Centers for Disease Control and Prevention ("CDC") to reduce the spread of COVID-19; however, the Club cannot guarantee that Applicant, Applicant's family members or guests will not become infected with COVID-19. It is possible that use of or presence in the Club Facilities could increase the risk that Applicant, Applicant's family members, and Applicant's guests contract COVID-19.

(b) By signing this Agreement, Applicant acknowledges the contagious nature of COVID-19 and imprecision of medical knowledge and unknowns relating to the efficacy of available treatment and preventative measures and inability of any establishment to control all conduct of its Members and patrons and Applicant voluntarily assumes the risk that Applicant and Applicant's family members and guests may be exposed to or infected by COVID-19 by visiting or using the Club Facilities or participating in Club activities and that such exposure or infection could result in personal injury, illness, permanent disability, and death. You understand the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of Club Members, their family members, guests or others, including, but not limited to, Club employees, contractors, vendors, or visitors. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense, of any kind (including, but not limited to, personal injury, disability, and death) that may occur to you or your family members in connection with attendance at the Club or participating in any Club activity or Club programming ("COVID" Claims).



MEMBERSHIP APPLICATION AND AGREEMENT

ARTICLE VI (CONT) ASSUMPTION OF RISK

On your own behalf, and on behalf of your children, you hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the COVID Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club activity, in any Club Facilities or while on Club premises. You further acknowledge and agree to abide by the provisions of the Rules and Regulations applicable to the Club's policies as to contagious disease control.

ARTICLE VII PHOTO RELEASE; CONSENT TO AUDIO & VIDEO RECORDING

From time to time, Owner, its affiliates and their respective employees, representatives, agents or independent contractors, or the media, will take still photographs, audio or video recordings ("Recordings") of members, their family members and guests, including, without limitation, at youth activities, special events, sporting events, other types of Club events and in connection with special shoots for publicity or advertising purposes. These Recordings may be used in newsletters, brochures, social media, online advertising, print ads and on the Owner's, its affiliates' and/or Clubs' website, to advertise, promote and bring recognition to the Owner, its affiliates, the Club and/or members and to promote Member experience and satisfaction. By signing this Membership Agreement, the Applicant acknowledges that one or more Recording(s) of the Applicant, a family member and/or guest of the Applicant, may be used for any of the foregoing purposes, and hereby consents to the making and use of such Recordings without obligation on the part of the Club, Owner or their employees, affiliates or representatives.

ARTICLE VIII TEMPORARY USE PRIVILEGES

Applicant may temporarily designate an individual or other person or party as the designated user of Applicant's Club membership (the "Designated User"), upon payment to Club of the applicable designated user fees (the "Designated User Fees"). During any time periods in which there is a Designated User, neither Applicant nor anyone else who would otherwise have access to or use of the Club Facilities through Applicant's Club membership, will be permitted any such access or use. The procedures, documents and fees, including, but not limited to, the Designated User Fees, required for designation of a Designated User shall be established by Owner and are subject to amendment and modification, from time to time, in Owner's discretion.

ARTICLE IX SERVERABILITY

If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, and the provision can be omitted from this Agreement without materially altering the meaning or effect of the remainder of this Agreement or the transfer contemplated hereby, the provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.



MEMBERSHIP APPLICATION AND AGREEMENT

ARTICLE X

CONSENT TO TRANSFER & USE OF PERSONAL INFORMATION

In consideration of grant of a membership to Applicant in the Club Applicant acknowledges that, the Owner reserves the right to convey the Club Facilities to a successor Owner and as such, if such conveyance occurs, Owner shall have a continued need for the Applicant's information relating to Applicant's membership to allow for transfer of Applicant's membership information which may contain Personal Identifying Information (as defined in Colorado Revised Statutes § 6-7-713(2)(b) the "PII") of Applicant and Applicant's Family in the form of paper or electronic documents and data obtained and obtained or held by the Owner in the course of the business relationship between Applicant and the Owner. Applicant agrees, on behalf of Applicant and all of Applicant's family members who utilize the Club Facilities exercising membership privileges under Applicant's membership, that Owner may retain and transfer to the successor Owner of the Club Facilities as a result of such conveyance any and all PII obtained, held or maintained by the Owner with respect to Applicant or Applicant's family members which are a part of the Club membership information used by Owner to facilitate Applicant's and Applicant's family's use and enjoyment of Club membership, provided however that: (i) Applicant is provided and exercises the opportunity to obtain membership in a private country club to be established by the successor owner in and on the Club Facilities upon such conveyance; (ii) Applicant has not provided written notice to Owner that Applicant does not desire to obtain membership in a private country club established by a successor owner of the Club Facilities and that (iii) the Applicant is notified in writing that such successor owner has agreed to become and will become the "covered entity" as defined in Colorado Revised Statutes § 6-7-713(2)(a).

ARTICLE XI

MISCELLANEOUS

All rights, duties and obligations set forth in this Agreement to be exercised, performed or observed by Owner, or the Club, may be exercised, performed or observed by Owner at any time, and from time to time, or by any designee or designees of Owner. Upon signing and submission of this Agreement to the Club, Applicant authorizes the disclosure and release of information to the Club, Owner and Owner's designees, employees and representatives, for investigation of Applicant's qualifications for Club membership, including Applicant's credit history. This Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by Applicant and Owner. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. Upon any conveyance by Owner of the Club, the Club Facilities and this Agreement, the transferee shall have all of the rights, privileges and obligations of Owner set forth in this Agreement, and the Club Documents as appropriate and the transferring Owner shall have no further rights or obligations as Owner to any existing or Prior Club Member or the Club.

Signature of Applicant

Printed Name / Date

THIS AGREEMENT SHALL NOT BE BINDING ON OWNER UNLESS AND UNTIL THE FOLLOWING ACCEPTANCE IS SIGNED BY OWNER'S AUTHORIZED REPRESENTATIVE.

Accepted by Owner's Authorized Representative

Title / Date