

4. It is intended that this Agreement comply with all applicable laws and regulations, to the extent that any provision be ineffective and that the rest of the Agreement remain in full force and effect.
5. The Club reserves the right to increase fees at any time upon the giving of thirty days' notice to the members.
6. Member on behalf of himself, his heirs, executors, administrators and assigns, hereby acknowledges that use of the Club's facilities and services may be dangerous and hazardous and may involve dangerous and hazardous conditions both obvious and latent and Member hereby assumes all risk to his person and property arising out of Members' use hereof. Club shall not be liable for any injury, loss, or damage to person and/or property, and Member, on behalf of himself, his heirs, executives, administrators and assigns does hereby expressly forever release and discharge the Neskowin Beach Golf Course, its successors and assigns, its operators and agents, from all such claims, demands, injuries, damages, actions and causes of action. Member further agrees to indemnify Club for all legal expenses incurred in defending against any claim or suit brought against Club to recover for damages sustained through accident or injury caused by Member.
7. Membership is a license to use the Club's facilities only and is not an interest in the income or assets of Neskowin Beach Golf Course. Termination of the Club shall terminate each membership.
8. The Club shall be entitled to terminate a membership by written notice upon any of the following occurrences: for violations of Club policies and procedures; abuse of or destruction to the Club's property or their premises; abuse of other members or Club employees; or theft of any property belonging to the Club or a member or visitor.



MEMBERSHIP AGREEMENT

1. Neskowin Beach Golf Course ("Club") offers the following benefits to the undersigned ("Member") for the period of the membership. The Member is granted the right to use the club facilities when in effect all days of the year that the Club is open.
2. The Member accepts and agrees to abide by the rules, regulations and conditions of membership and the policies and procedures set forth from time to time by the Club management and Board of Directors.
3. 2015 initial Membership. Please mark the level at which you will participate.

Level	Amount	Benefits
Founder <input type="checkbox"/>	\$5,000 or more	1 Year free greens fees for a family (including children 18 years of age or under); voting rights; "so long summer" dinner
Trailblazer <input type="checkbox"/>	\$2,500 - \$4,999	1 Year free greens fees for one person; voting rights; "so long summer" dinner
Explorer <input type="checkbox"/>	\$1000 - \$2,499	Voting rights; 25 free rounds; "so long summer" dinner
Scout <input type="checkbox"/>	\$50 - \$999	Single person; 3 free 9 hole rounds; may pay annual dues; no voting rights

4. Member information:

(a) First Member Name _____

Phone _____

(b) Second Member Name _____

Phone _____

(c) Children & Ages _____

(d) Mailing Address _____

City _____ St _____ Zip _____

(e) Neskowin Address _____

City _____ Neskowin _____ St _____ OR _____ Zip _____ 97149

(f) E-Mail Address(es) _____

(g) In Case of Emergency Call: _____

Phone _____

5. In consideration of the Club granting the use of its facilities, the Member promises to pay:

(a) The 2015 initial Membership fee

\$ _____

(b) Annual golf membership fees will be determined by the Board of Directors and due by May 15.

(c) The posted Greens Fees charges for Members and Members' guests, if applicable.

Member and Neskowin Beach Golf Course acknowledge that this Agreement constitutes the entire understanding of the parties, and that no other understanding or agreement exists between them, and that Neskowin Beach Golf Course has made no expressed or implied warranties or representations, other than those set forth. I have read this agreement in full and hereby acknowledge receiving a copy of the agreement and the most current version of the club's policies and procedures included in this agreement. I understand that I shall use the club facilities at my own risk.

Member's Signature(s)

Signature of Parent/Guardian (if under 18)

Application accepted by:

on (date) _____

CONDITIONS OF MEMBERSHIP

1. A Membership is not transferable by the Member and no subsequent modification of this agreement may be made except in writing and agreed to by all parties. All applications for membership are subject to approval by the club.
2. All fees are due and payable in advance. If any Member fails to make any payments when due, the Club may elect to terminate the membership. All fees paid are nonrefundable and non tax deductible.
3. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in both the trial and appellate courts.