

Unmarried Children of Applicant or Co-Applicant under Age 25:

<u>Name</u>	<u>Date of Birth</u>	<u>Relationship</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Personal References:

<u>Name</u>	<u>Phone Number</u>	<u>Years Known</u>
_____	_____	_____
_____	_____	_____

Club Affiliation:

<u>Name of Club</u>	<u>City</u>	<u>State</u>	<u>Years Member</u>	<u>Current or Previous</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Club Sponsor(s) (Not Required):

<u>Name</u>	<u>Phone Number</u>	<u>Years Known</u>
_____	_____	_____
_____	_____	_____

Emergency Contact Person:

_____ (_____) _____

<u>Name</u>	<u>Telephone</u>	<u>Relationship</u>
_____	_____	_____
_____	_____	_____

<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
_____	_____	_____	_____
_____	_____	_____	_____

Upon signing this Application for Membership ("Application"), I understand and agree that I am applying for membership in the category indicated herein and acceptance for such membership is subject to approval by the Club in its sole discretion and subject to my payment of the required initiation fee, dues, and other charges. I understand that initiation fees, dues and other charges are subject to change from time to time at the discretion of Broken Top Club.

I represent to the Club that I have fully reviewed and understand the Membership Program for the Club and the Club Rules and Regulations ("Club Documents") prior to executing this Application. With full knowledge of the terms and conditions set forth in the Club Documents, which Club Documents are incorporated into this Application as if fully set forth herein, I agree to be bound by the terms and conditions of the Club Documents as the same is amended from time to time by the Club. I understand that the Club may amend the Club Documents, at any time, in its sole and absolute discretion, and that I will be bound by any such amendments. Terms defined in the Club Documents shall apply to this Agreement. In the event of a conflict between the terms of this Application and the Club Documents, the Club Document shall control.

In consideration of membership in the Club (if approved), I acknowledge and accept all risks associated with the use of the facilities of the Club and agree to release the Club from and indemnify and hold it harmless against, and all claims, whether or not based on the acts or omissions of the Club, its agents or employees, arising out of or in any way connected with the use of the facilities of the Club by myself, my family, and my guests.

I, as a condition of membership in the Club (if approved), and each of my family members and guests, as a condition of invitation onto the premises of the Club, assume sole responsibility for my and his or her property. I understand and agree that membership in the Club permits members, their family members and guests to use the facilities of the Club subject to the terms and condition set forth in the Club Documents. I acknowledge and understand that neither the Club, nor any operator of the facilities of the Club shall be responsible for any loss or damage to any private property used or stored on the premises of the Club, whether in lockers or elsewhere. I also acknowledge and understand that I shall be liable for any property damage and/ or personal injury at the Club or at any activity or function operated, organized, arranged or sponsored by the Club, caused by me, any of my guests, or any of my family members. If I ever arrange or sponsor any activity or function on the premises of the Club, I shall be responsible for any such damage or injury even if such damage or injury was not caused by me. I agree the cost of any such damage can be charged to my Club charge account.

I acknowledge and represent that I am applying for membership in the Club solely for recreational purposes and not as an investment or for any economic benefit or profit. I have no investment backed expectations from acquiring a membership in the Club. Membership in the Club does not provide me with an equity ownership or any other property interest in Club Management or the facilities of the Club. If accepted for membership, I only acquire a revocable privilege to use the facilities of the Club in accordance with the terms and conditions of the Club Documents.

All information contained within this Application will be kept confidential by the Club and/or Club Management, except in the ordinary course of Club operations or as required by law.

I acknowledge that I have had an opportunity to inspect the Club's facilities, and inspect and review all documents and information I believe necessary to make an informed decision to execute this Application. I further acknowledge that I had the right to consult with an attorney and accountant in connection with the execution of submittal of this Application, that I have had sufficient time to consult with an attorney and accountant in connection with the execution and submittal of this Application, and that I have consulted with an attorney and accountant to the extent I believe such advice is necessary.

Upon signing this Application, I authorize the disclosure and release of information required by the Club for purposes of investigating my qualifications for membership, including, but not limited to, law enforcement records and credit history, and authorizes those persons or entities herein to furnish information to the Club, including, but not limited to my banking institution and credit card companies. I agree to hold the Club harmless from any and all such acts. I understand that the Club may solicit a background check, and further authorizes those persons or entities to furnish all information requested by the Club.

This Application shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. I agree to submit to the jurisdiction of the Oregon courts with respect to any dispute arising out of or relating to this Agreement, and that venue for any dispute shall lie exclusively in the Oregon State Court serving Bend, Oregon.

Further, I agree and acknowledge no person has been authorized to give any information or make any representations not contained in the Club Documents and this Application, and if given or made, I have not relied upon such information as having been authorized by the Club or to make a decision to acquire a membership.

The terms of this Application shall survive acceptance or rejection to my Application for membership by the Club.

Signature of Applicant/ Member Designee:

Signature of Applicant/ Member Designee:

Date: _____

Date: _____

Application Fee: \$500.00

The Application Fee will be deducted from the Deposit/Initiation Fee payable upon approval of an Application for Membership. If the Application for Membership is not approved, Club Management will return the Application Fee. If Club Management approves an Application for Membership but the Applicant fails to complete and return a Membership Agreement, Club Management will retain the Application Fee.

APPROVED BY BROKEN TOP CLUB

By: _____
General Manager

Date: _____