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TERMS & CONDITIONS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

TERMS & CONDITIONS

The following outlines Red Lodge Grizzly Peak Inc. DBA Red Lodge Mountain Golf Course Season Pass/Punch Pass Policies. By purchasing any Red Lodge Mountain Golf Course Season Pass or Punch Pass the Pass/Punch Pass Holder agrees to these terms and conditions, and agrees to abide by the policies of Red Lodge Grizzly Peak, Inc. The terms "Pass" and "Passes" refer to all Season Pass products, and the term "Punch Pass" refers to punch card products. The term "Pass Holder" refers to purchasers of a Season Pass; and the term "Punch Pass Holder" refers to purchasers of a punch pass.

1. A Red Lodge Mountain Golf Course (RLMGC) Pass or Punch Pass is **NOT REFUNDABLE** due to weather, the Pass/Punch Pass Holder's physical condition, injury, pregnancy, change of residence, or for any other reason.
2. Pass/Punch Pass privileges are **NOT TRANSFERABLE** (to another person and/or date) and may not be used by anyone other than the Pass/Punch Pass Holder. **Use of these passes/punch passes by anyone other than the person to whom the card is issued is a criminal offense.** Pass/Punch Pass holders who knowingly let someone else use their pass/punch pass will lose play privileges for the remainder of the season. This misuse is considered "Theft of Services" under Section 45-6-305, MCA, 1978, and carries a fine up to \$500 and/or imprisonment up to six months.
3. **Red Lodge Mountain Golf Course reserves the right to revoke a Pass/Punch Pass and its privileges at any time and for any reason deemed necessary.**
4. In the event of an injury or medical issue that prevents the Pass Holder from golfing for the entire season, it may be possible to roll over the purchase price of a Season Pass to the very next season. To qualify for a rollover of the Pass' value, the Pass Holder must provide written notification from a medical professional stating that the Pass Holder is either not advised or is not able to golf for the entire season. Said notification must be received within 2 weeks (14 days) of the injury or medical issue occurrence. A fee equivalent to 8% of the Pass price will be deducted from the value being rolled over, and the value of days that the Pass has been used based on the 9-hole window rate will also be deducted. The remaining value that is rolled over is only valid for the very next season and may be applied to the current price of a Pass at the time of purchase. All rollovers are at the discretion of and subject to approval by RLM management. Rollovers are not available for any reasons other than those previously defined.
5. Couples discounts on Adult and Senior Golf Passes are only valid if purchased by a married couple. Both spouses must be present at time of purchase to obtain the discounted rate.
6. **Pass/Punch Pass Holders agree to reserve a tee-time and check-in at the Golf Shop prior to beginning play.**
7. Pass/Punch Pass Holders agree to carry their Pass whenever checking in for a tee-time, and agrees to present the pass to resort personnel for inspection when requested.
8. If a Pass/Punch Pass is lost or stolen, the Pass/Punch Pass Holder must report it to the Golf Shop immediately. Passes that are lost, stolen broken, damaged or otherwise abused and fail to function must be replaced for a fee of \$15.00.
9. **Golf Course operating times and dates are at the sole discretion of Red Lodge Mountain Golf Course and are subject to change at any time, without notice, and without refund or compensation.** We may from time to time close the course or any part of it temporarily to ensure safety, security and order, or if we consider that circumstances so require.
10. Players are expected to continue play during rain and/or drizzle. Please check the weather prior to teeing off. A rain check may be issued only if a golf course manager determines that the course is unplayable due to unsafe conditions or inclement weather.
11. Season Pass Holders receive a 10% discount on daily range balls, merchandise in the Golf Shop, and on purchases at Grizzly Peak Outdoors. Discounts not applicable on Season Passes, Punch Cards, 6-Tix, 4-Packs, or lift tickets. Discounts only valid during May-October of the operating season for which the pass is valid.
12. Passes/Punch Passes are valid for the entire season for which they were purchased. Any unused days still remaining at the end of the season will be forfeited.
13. Carts will be operated in accordance with cart directional signage and will not be driven on to greens, tee boxes, or into bunkers.

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; and negligence of other persons.

PASS HOLDER INITIALS: _____

GOLFERS RESPONSIBILITY CODE

There are elements of risk that common sense and personal awareness can help reduce. Please adhere to The Code listed below and share with others the responsibility of a safe golf experience. **KNOW THE CODE. BE SAFETY CONSCIOUS. IT'S YOUR RESPONSIBILITY.**

1. In accordance with the liquor licensing laws of the state of Montana, **NO ALCOHOLIC BEVERAGES OTHER THAN THOSE PURCHASED AT THE GOLF COURSE SHALL BE PERMITTED ANYWHERE ON THE PREMISES.** Please drink responsibly at all times.
2. Be aware of your surroundings. Do not hit the ball in the direction of other golf course users, objects on the golf course, or dwellings in the vicinity of the golf course. You are liable for any injury or damage.
3. Observe and obey all golf course signage or notifications at all times.
4. **A valid drivers license is required to operate a power cart.** Please drive all carts in a safe and responsible manner. Comply with cart directional signage at all times and allow sufficient space when stopping behind or passing other golf course users. Maximum capacity of two (2) people per cart.
5. Pace of play is a priority at this facility. For everyone's enjoyment, please adhere to our pace of play reminders, and let other smaller groups play through when applicable.
6. Do not drive carts on greens, tee boxes, or into bunkers.
7. If you witness an accident or any kind of unruly or irresponsible behavior, report it immediately to the nearest staff member.
8. Please refrain from entering environmentally sensitive areas. These are marked with signage.
9. Remember the 3 R's: 1) Repair your ball marks 2) Replace your divots 3) Rake the bunkers after use.
10. Respect the course and your fellow golfers, and have fun.

COVID-19 DISCLAIMER

I acknowledge that in spite of additional preventative measures put forth by Red Lodge Mountain Golf Course to prevent the spread of COVID-19, it is still possible that I may transmit or contract the Coronavirus while on the premises. Furthermore, all individuals, including those that are high-risk, are aware of, and accept any and all personal risk by visiting the establishment. Any individuals who are experiencing symptoms of COVID-19 should abstain from visiting Red Lodge Mountain properties, including Grizzly Peak Outdoors. By signing this document, I agree to adhere to all COVID procedures set forth by Red Lodge Mountain Golf Course and understand that Red Lodge Mountain Golf Course and staff may refuse service to anyone disregarding COVID-19 protocols.

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

I understand and accept that golfing, in its various forms, is a hazardous sport that has inherent dangers and risks. I assume all such risks and agree to release, hold harmless and indemnify Red Lodge Mountain Golf Course/Red Lodge Grizzly Peak, Inc., its agents and employees from any and all claims and liabilities arising out of or in connection with the use of this pass and/or all of the associated premises. Also, I hereby irrevocably consent to the use, by Red Lodge Grizzly Peak Inc DBA Red Lodge Mountain Golf Course- advertisers, customers, successors and assigns, of my picture or likeness for advertising purposes or purposes of trade, and I waive the right to inspect or approve such completed portraits, pictures, or advertising matter used in connection therewith. I hereby waive any right that I may have to monetary compensation, royalties or other consideration and agree that no additional remuneration, financial or otherwise will be transacted.

I am 18 years old or older.

I am under the age of 18 years.

If I am less than 18 years of age, my parents or legal guardian has read and agreed to the terms of this Agreement as indicated by their signatures below. The parent or legal representative signing below on behalf of a minor or incompetent person agrees and verifies that he/she has the legal authority to sign on behalf of the minor or incompetent person. The parent or legal representative also agrees that (1) Red Lodge Mountain Golf Course or its representatives has permission and authority to treat and address medical conditions and emergencies as they deem appropriate; (2) the signing parent or legal guardian also agrees to pay any charges for such medical treatment and will indemnify Red Lodge Mountain Golf Course, or its representative for the same. I have made no misrepresentations regarding my name or age.

My signature below indicates that I have read this form completely and fully understand and accept its contents and sign of my own free will and accord.

PRINT NAME: _____ DATE: _____

PARTICIPANT'S SIGNATURE: _____ DATE OF BIRTH: _____

PARENT/LEGAL GUARDIAN NAME: _____ DATE: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____