

FIDDLER'S ELBOW MEMBERSHIP APPLICATION



MEMBERSHIP INFORMATION

I/We am/are applying for Membership in the following category:		Date
Annual Dues \$(NJ Sales Tax not included.)		
Mr./Mrs./Ms./Dr. Applicant's Name		
Mr./Mrs./Ms./Dr. Applicant's Name Preferred Name		Date of Birth / /
Home Address_		
City Stat		
Home Phone		
Email		
Mailing Address		
City Stat	e	Zip
Marital Status: Single Married		
Employer Name Type of B	usiness	
Years Employed Title		
Business Address		
CityStal	e	Zip
Business Phone	Business Email	
Education		
College	When	Degree
Graduate/Professional School	When	Degree
Please check which option(s) you would like to receive your statements.	Home Address	☐ Business Address
Note: All prospective (and current) Members are subject to both financial/cred	it history and background	d checks at the discretion of the Club.
acknowledge that I have read, understand and agree with the Rules and Regula	ations as outlined on this f	form.
APPLICANT'S SIGNATURE		*Photos are requir prior to using the C

referred Name		Date of	of Birth//
Employer Name	Type of Business Title		
Years Employed			
Business Address			
City	State		Zip
Email	Business Phone	Cell Phone _	
Education			
College	When	Degree	
	When		
acknowledge that I have read, u	nderstand and agree wth the Rules and Regulations as outlin	ed on this form.	
SPOUSE'S SIGNATURE			
Yes I/we have dependents as i	ldren up to the age of 26 provided they reside in the Member indicated below. No L/we do not have dependents residents and Date of Birth		Date of Birth
Yes I/we have dependents as i	indicated below. No I/we do not have dependents resid	ling with us.	/Son/Daughter
Yes I/we have dependents as i	indicated below. No I/we do not have dependents residence of Birth Name of Birth Son/Daughter	ing with us.	/Son/Daughter
☐ Yes I/we have dependents as i	Date of Birth Son/Daughter Son/Daughter	ne(s)	//Son/Daughter// Son/Daughter// Son/Daughter
□Yes I/we have dependents as i Name(s)	Date of Birth Son/Daughter /Son/Daughter/Son/Daughter/Son/Daughter	ne(s)	// Son/Daughter// Son/Daughter// Son/Daughter
Yes I/we have dependents as in Name(s) For Memilian case of an emergency please li	Date of Birth Son/Daughter Son/Daughter Son/Daughter Son/Daughter Son/Daughter bers applying for the Sports and Leisure Membersh ist two contact numbers below.	ne(s)	/Son/Daughter/Son/Daughter/Son/Daughter information.
Name(s) For Member of an emergency please literagency Contact #1	Date of Birth Son/Daughter Son/Daughter Son/Daughter Son/Daughter Son/Daughter bers applying for the Sports and Leisure Membersh ist two contact numbers below.	ing with us. ne(s) ip please fill out the following Phone	//Son/Daughter//Son/Daughter//Son/Daughter information.
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For Memilian case of an emergency please litemergency Contact #1	Date of Birth Nam	ing with us. ine(s) ip please fill out the following Phone Phone Cell ember (Optional)	/Son/Daughter/Son/Daughter/Son/Daughter information.

MEMBERSHIP TERMS AND CONDITIONS

- 1. Rules and Regulations. In addition to these Membership Terms and Conditions, membership at Fiddler's Elbow Golf and Country Club, Inc. (the "Club") always remains subject to the Club's Bylaws, the Club's rules and regulations (including those compiled in the Club's annual "Golf Book"), and the Club's membership policies, in each case as established and amended from time to time by the Club's Board of Trustees and/or executive management team. Updates and amendments may be posted on the Clubhouse Bulletin Board, in the Golf Shop, on the Club's website, or in Club calendars and newsletters. No staff member, officer or Club employee is authorized to change or grant exemptions from these Membership Terms and Conditions or from the Club's Bylaws, rules and regulations, or membership policies. No statement or assurance to the contrary will be binding on the Club unless approved in writing by the Board of Trustees.
- 2. Annual Membership Only. This application, if accepted, is for a single year only and will expire one year from date of commencement unless timely renewed with the Club's approval. The Club is not required to renew or extend any membership. Membership dues will not be refunded or prorated if a Member leaves or withdraws from the Club before the end of the membership year, nor if membership is terminated by the Club for cause, including for failure to pay Club dues or bills, or failure to comply with these Membership Terms and Conditions or with the Club's Bylaws, rules and regulations, or policies. The Club may revoke membership and terminate all membership privileges at any time without cause, in which case the Club will refund a prorated portion of any prepaid dues for the remaining unexpired annual term following the effective date of revocation. Initiation fees, if any, are nonrefundable.
- 3. Food Minimum. Membership includes the obligation to commit to a set level of food and beverage spending as determined by the Club, also known as a food minimum. The food minimum applies on a quarterly basis for the first calendar quarter (January March) of each year, and then monthly for each month from April through December. Charges incurred in one month count for that month only, and cannot be carried over to satisfy the food minimum for a prior or following month. Members will be charged for the shortfall if they fail to meet their prescribed food minimum for any quarterly or monthly period.
- 4. Financial Responsibilities. Members must keep their accounts with the Club current. Members are responsible for the behavior of their guests at the Club and for all charges incurred by their guests. Statements of account are payable within ten days upon receipt. Signing/charging privileges may be suspended or revoked if accounts are not kept current. The Club may assess a finance charge and late payment processing fee at the rate of 1% per month on any account with a balance outstanding for 60 days or more. If a Member's account is placed in collection, the Member will be responsible for all collection costs incurred by the Club, including reasonable legal fees.
- 5. Amenities Unavailable. The Club will not be responsible if facilities or services become unavailable because of weather-related issues, fire or other casualty, governmental action, equipment malfunction or breakdown, construction or repair work, utility interruptions, absence of personnel, vendor nonperformance, or other cause. Certain facilities and services at the Club are only available seasonally or on a limited basis by prior arrangement; consult the Club's current calendar and newsletter for more information.
- 6. No Ownership. The Club is a non-equity organization. Members receive only a nonexclusive license to use the Club's facilities, in common with others, according to the terms of their membership plan. Members do not acquire any vested ownership or other property interest in the Club or in any assets owned or used by the Club.

- 7. Personal Property at Own Risk. Lockers, locker rooms and other storage and valet facilities are provided by the Club solely as a convenience. All personal property belonging to Members and their guests is stored at their sole risk. The Club will not be responsible for loss, damage or theft of personal property from the Club's premises or from Members' vehicles. Members are advised not to leave valuables, including jewelry and personal electronics, out of their sight.
- 8. Photo Release. Fiddler's Elbow and its authorized representatives may record video and pictures of Members, their families and guests. The material recorded may be used, in any form, as part of any future marketing, communications or promotional materials, including social media and website, and such use shall be without payment of fees, royalties, special credit or other compensation.
- Assumption of Risk; Waiver/Release of Liability. As a condition of using the Club's facilities and services:
 - Members assume all risks of personal injury, illness and property damage, including personal injury, illness or property damage attributable to errant balls, golf cart accidents, lightning strikes, insect bites, slips and falls, equipment breakdown or failure, swimming pool mishaps, over-exertion, over-consumption of alcoholic beverages, heat stroke and other environmentally-related medical emergencies, exacerbation of pre-existing medical conditions, and negligence or misbehavior on the part of other Members or their guests, even if the Club or the Club's landlord, or any representative of the Club or the Club's landlord, such as staff, officers, managers or trustees (collectively, the "Club Parties"), is asserted to have acted negligently or to have breached a duty of care.
 - To the fullest extent allowed by law (and excluding only recklessness and willful misconduct on the part of any Club Parties), each Member (i) releases and discharges the Club and all Club Parties from all claims and causes of action for personal injury, illness or property damage involving the Member, the Member's family, the Member's guests or any designated user of the Member's membership, (ii) gives up and waives any right to bring a lawsuit or obtain any other remedy against the Club and all Club Parties for personal injury, illness or property damage, and (iii) agrees to indemnify and hold the Club and all Club Parties harmless against any such claim, cause of action or lawsuit (including any such claim, cause of action or lawsuit on behalf of a minor who is the child, ward or guest of the Member).
 - Each Member shall also indemnify and hold the Club and all Club Parties harmless against (i) any personal injury, illness and property damage (including property damage to the Club's facilities or equipment) that is caused by or is otherwise attributable to the Member or the Member's family, guests or any designated user of the Member's membership, or that occurs (irrespective of cause) at any party, outing or other function at the Club arranged or sponsored by the Member, and (ii) any resulting claim, cause of action or lawsuit.

Initial here to confirm:	