



**MEMBERSHIP APPLICATION AND AGREEMENT**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Primary E-Mail: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Secondary E-Mail: \_\_\_\_\_

The undersigned acknowledges and agrees that membership in the Quarry Club is limited to residents of Hidden Lake Community Association, and subject to and expressly conditioned upon: (a) your payment in full of the applicable fees as set forth on Exhibit A attached hereto; (b) your compliance with the rules and regulations of the Quarry Club, in the form of Exhibit B attached hereto and as may be implemented and/or modified from time to time; (c) your execution of the Release and Waiver of Liability Agreement attached hereto as Exhibit C; and (d) Quarry Club's acceptance of your membership application as evidenced by execution hereof by an authorized representative of Quarry Club below. To preserve the integrity and wellbeing of Quarry Club and ensure the peaceable enjoyment of our members, Quarry Club reserves the right to limit, suspend, or revoke membership in the Quarry Club at any time in its sole discretion and without payment or refund of any fees.

**AGREED AND ACKNOWLEDGED:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

**ACCEPTANCE:**

QUARRY CLUB LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**Fee Schedule – Base Member**

**Base Membership Fee** \$10,000 \_\_\_\_\_ **Initial**

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**Optional Annual Locker Fee** \$100  Yes  No \_\_\_\_\_ **Initial**

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**Annual Dues** \$1,500 \_\_\_\_\_ **Initial**  
(subject to up to a 7.5% increase annually)

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**Transferability:** Member may transfer / sell their membership for the then current base membership rate to an approved resident of Hidden Lake conditioned on the following:

- 1) New member is accepted by an authorized representative of Quarry Club
- 2) Payment of a non-refundable transfer fee of \$2,500
- 3) Transferability rights expire January 1, 2035

\_\_\_\_\_ **Initial**

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## **Exhibit B**

### **Rules and Regulations**

The following Clubhouse Rules are intended to ensure the personal safety and enjoyment of Quarry Club by its members:

- Except as may be reserved for private events, the premises shall generally be open to our members from 5:00 a.m.-12:00 a.m. Monday thru Sunday.
- All persons eighteen (18) years of age and younger shall be accompanied and closely supervised by a supervising adult over the age of twenty-five (25). All persons under the age of 18 can only play billiards if supervised and playing with their supervising adult.
- Kids under 18 are not allowed unaccompanied on The Lookout.
- Kids under 21 are not allowed after 9pm April-September and 8pm October – March.
- All belongings shall be removed from the premises when leaving. Quarry Club shall not be responsible for any belongings lost or stolen.
- No immoral, offensive, loud, disruptive or unlawful use shall be made of the premises.
- All laws and regulations of all applicable governmental entities shall also be strictly observed.
- No smoking is permitted on or about the premises, except outdoor on the Lookout Balcony with door closed to balcony and only after 9pm.
- Proper attire and shoes, slippers or socks shall be worn at all times. No sunbathing is permitted on the Horizon Deck. No wet bathing suits in the club.
- The property manager reserves the right, in its sole discretion, to implement and enforce such other rules and regulations as may be appropriate to preserve the integrity and wellbeing of Quarry Club and to ensure the peaceable enjoyment of our members.
- No pets allowed in the facility or on the decking.
- All areas are first come first served, no holding rooms or tables.
- No parking directly in front of the clubhouse.
- Members shall be solely responsible for any and all actions and/or inactions of their guests.
- Security cameras are located throughout the facility.

Exhibit C

**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

Quarry Club LLC (“Quarry Club”) is the operator of property located at 10873 Stoney Point Drive, South Lyon, Michigan 48178 (“Premises”), and is willing to permit the individuals signing this Agreement to use the Premises as a social club and upon the terms and conditions of this Agreement.

In consideration for being provided access to and use of the Premises, each person signing below hereby stipulates and agrees:

- 1. Use of Premises.** I understand and agree that I may only use the Premises for the purposes set forth in this Release and Waiver of Liability agreement and subject to my continued membership in Quarry Club. I further agree that I am responsible for the proper use and care of the Premises and any of QUARRY CLUB’s property thereon, and that I will be liable for the replacement cost of any QUARRY CLUB property which is damaged, destroyed or lost. I also agree to clean up and restore the Premises after I am done using the Premises as permitted in this agreement and to restore the Premises to the same condition in which it was provided to me.
- 2. Assumption of Risk.** I understand and acknowledge that the activities that take place on the Premises may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the activities that take place on the Premises may not be supervised and that the QUARRY CLUB of the Premises does not provide medical services. I further acknowledge that any injury I may sustain while on the Premises may be compounded by negligent or delayed medical service. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.
- 3. Release from Liability.** I hereby agree, on behalf of myself, my heirs, my guests, and my personal representatives, to fully and forever discharge and release QUARRY CLUB and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises, whether caused by the negligence of the QUARRY CLUB or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises.
- 4. Covenant Not to Sue.** I agree, for myself and all my heirs, and my guests, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

- 5. Indemnification.** I hereby agree to defend, indemnify and hold harmless QUARRY CLUB and the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use (or my guests use) of the Premises or participation in any activities on the Premises.
- 6. Security Cameras.** You understand and acknowledge that the interior and exterior of the QUARRY CLUB premises are visually monitored and recorded by security cameras at all times. By joining QUARRY CLUB you hereby agree there is no reasonable expectation of privacy in common areas outside and within QUARRY CLUB and consent to video recording while on QUARRY CLUB premises, including, but not limited to, the retention and review of such video recordings for safety and security purposes.
- 7. Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my (and my guests) property and personal belongings that I bring onto the Premises and that QUARRY CLUB will not be responsible for or provide any security for my property and personal belongings.
- 8. No Representations by QUARRY CLUB.** I acknowledge that QUARRY CLUB makes no representation as to the condition of the Premises or the safety of any structures or equipment that may be used at the Premises. I accept and shall use the Premises in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the QUARRY CLUB or the QUARRY CLUB's employees, agents, or representatives regarding this agreement or the Premises, except to the extent such representations are expressly set forth in this agreement.
- 9. Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Michigan, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in the state courts for the State of Michigan located in Oakland County, Michigan.
- 10. Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
- 11. Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.
- 12. Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

**13. Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**14. Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_