

Membership Rules and Regulations

The member executing the Sundre Golf Club Membership Application (the "Member") agrees to abide by and be bound by the following terms and conditions:

1. Membership

Totem Golf Ltd., operating as the Sundre Golf Club (the "Golf Club"), owns and operates golfing facilities (the "Facilities") known as the "Sundre Golf Club". The Golf Club shall create, from time to time, different categories or types of memberships having different requirements, qualifications, obligations, rights and privileges as the Golf Club may deem advisable (the "Memberships"). A Membership shall be valid during the period of time the Facilities are open to the public in a calendar year (the "Membership Year"), unless the Membership is terminated earlier in accordance with this Agreement.

2. Acceptance of Members

The Golf Club shall establish parameters for the acceptance of Members which may include, but not necessarily be limited to, the following:

- a) Completion of a written membership application (the "**Application**") in such form as may be prescribed by the Golf Club.
- b) The Members shall be required to pay an initiation fee (the "**Initiation Fee**") and an annual membership fee (the "**Annual Fee**") (collectively, the "**Membership Fees**").
- c) Acceptance by the Golf Club of the Application.
- d) The Golf Club reserves, without restriction and at its sole discretion, the right to refuse an application for a Membership.

3. Nature of Memberships

A Membership only grants Members a revocable license to use the Facilities pursuant to the terms, covenants and conditions contained in this Agreement, the rules and regulations of the Golf Club, and the Application (collectively, the "**Golf Club Rules**"), as revised and supplemented, from time to time in the absolute discretion of the Golf Club. A Membership does not grant Members an equity or ownership interest in the Golf Club or the Facilities, nor does it grant them a vested or prescriptive right or easement to use the Facilities.

4. Membership Fees

The Members shall pay the Membership Fees to the Golf Club in the amounts and at such time as directed by the Golf Club. The Golf Club reserves the right to change the Membership Fees at its sole discretion. Failure to pay the Membership Fees, including any late fees or similar charges, shall be grounds for revocation of all Membership privileges.

5. Termination and Suspension of a Membership

A Membership may be terminated and revoked by the Golf Club for the following reasons:

- a) Failure to pay Membership Fees when due, including any late fees or similar charges.
- b) Failure by a Member or a Member's guests to comply with the Golf Club Rules.
- c) The death of a Member.
- d) Any other reason in the Golf Club's sole and unfettered discretion.

A Membership may be suspended by the Golf Club for a period of up to one (1) full Membership Year for just cause. Just cause for suspension shall include, but not be limited to:

- a) Conduct unbecoming a Member as determined by the Golf Club.
- b) Violation of the Golf Club Rules as determined by the Golf Club.
- c) Any other reason in the Golf Club's sole and unfettered discretion.

Membership Fees and all other obligations shall continue to be due and payable during the suspension and must be paid in full when due.

Upon such termination or suspension of a Membership, the Golf Club need not honour reservations, discounts or other privileges, if any, arranged for prior to termination or suspension. If a Membership is terminated, the Member shall promptly remove his or her belongings from their locker and/or storage, if applicable. The Golf Club may enter lockers and storage areas so as to physically remove property not so removed by the Member. The Golf Club shall have no liability for any Member's personal property remaining in the clubhouse after termination of a Membership, or for damages due to the cancellation of special privileges after termination of suspension. The Golf Club will not return or refund the Membership Fees upon termination or suspension of a Membership.

6. Inactive Members

A Member may apply to the Golf Club for inactive status (the "Inactive Member"). Application for inactive status must be made prior to November 1st for the following Membership Year. A Member may be granted inactive status and have no Membership privileges for such Membership Year provided that the Member pays a Two Hundred Fifty (\$250.00) Dollar fee for the inactive Membership Year.

No Annual Fee shall be payable during the inactive year. An Inactive Member may reactivate his or her Membership at any time during the inactive year by paying the pro-rated portion of the Annual Fee which would have accrued had the Member remained active, less the Two Hundred Fifty (\$250.00) Dollars paid by the Member, as provided above.

7. Special Events

The Golf Club may from time to time agree to host special events such as tournaments, for other organizations. For such events, membership privileges may be suspended in order to accommodate the event needs. The Golf Club shall attempt to give reasonable advance notice to the Members of any such events and the periods of time involved.

8. Golf Course Rules

In order to provide a quality level of service, balance the needs of the public, and operate as a private, for profit, entity, the Golf Club may from time to time, in its sole and unfettered discretion, amend the Golf Club Rules. The Members must use the Facilities in accordance with the Golf Course Rules, as amended and supplemented, from time to time. The Members shall have no authority to enforce the Golf Course Rules, only the Golf Club may do so. The Golf Club shall take reasonable action to enforce the Golf Course Rules, but shall not be liable for failure to do so.

9. Damage by Members or Members' Guests

If a Member or a guest of a Member damages the Facilities, or causes personal injury while on or near the Facilities, that Member shall be liable for all claims, damages and costs arising therefrom, whether compensatory, consequential, punitive or incidental, including legal fees, on a solicitor and their own client basis. The Member agrees to indemnify and hold the Golf Club harmless therefrom to the greatest extent allowable by law.

10. Temporary Suspension of Membership Priviledges

The Golf Club shall have no liability for the temporary suspension of any Membership privileges due to:

- a) Maintenance, repair or construction (although the Golf Club shall act to reasonably minimize such disruption of service to the Member).
- b) Physical damage to an improvement, replacement or reconstruction of such improvements.
- c) Acts of God.
- d) Inclement weather.
- e) Utility disruptions.
- f) Labour disturbances.
- g) Material shortages.
- h) Other matters not within the control of the Golf Club.

11. Indemnification

The Member hereby agrees to indemnify, defend and hold the Golf Club (and its respective owners, directors, shareholders, partners, officers, operators, employees and other agents) harmless from and against any and all liabilities, costs (including attorney's fees on a solicitor and their own client basis), claims, demands or damages incidental to or arising out of or relating to the acts or omissions of the Member, the Member's family or guests related to the membership or their use or occupancy of the Facilities.

12. Assumption by Risk

The Member hereby voluntarily assumes all risks of accident or damage to the Member's person or property, and the person or property of the Member's family and guests, arising out of the Membership or relating to the use or occupancy of the Facilities. In accepting the risk of injury, the Member agrees and understands that he or she is expressly relieving the Golf Club (and its respective owners, directors, shareholders, partners, officers, operators, employees and other agents) from any and all loss, cost, claims, injury, damages or liability sustained or incurred by the Member, the Member's family or guests, or any of their property, resulting from or arising out of any conduct or event connected with the Membership or the use or occupancy of the Facilities.

13. Assignment

The Golf Club may assign its interest in the Membership and the liability of the assignor shall be terminated as to events occurring after assignment. The Member may not assign their Membership.