



### **Assumption of Liability 2017**

Fee payment does not confer any ownership, interest, or rights of any nature in the facility property or assets, as further provided in Rules and Regulations set forth by the City of Missouri City.

Any use of facilities at the course by me or my family, pursuant to my golf and/or cart pass, is done at my/our own risk, and the City of Missouri City is not liable for personal injury, theft, or loss of personal property, as further provided in the Rules and Regulations.

**I hereby release, waive, discharge, and covenant not to claim against or file suit against the City of Missouri City, its officers, employees, agents and anyone acting on or for its behalf for any property damage or loss or any personal injury, including death, that may arise from my use of the golf facilities or any golf cart, whether such loss or injury arises from my negligence whether mixed with the negligence of any other person or party including the negligence of the City, its officers, agents and employees, but not including the sole negligence of the City. I agree to hold the City and all aforementioned individuals harmless from all liability, loss, claims, demands, possible causes of action, court costs, attorneys' fees and other expenses arising from any lawsuit that may otherwise arise from any loss, damage or injury (including death) to person or property in any way resulting from, or arising from my use of the golf course facilities or any golf cart, whether such loss or injury arises from my negligence whether mixed with the negligence of any other person or party including the negligence of the City, its officers, agents and employees, but not including the sole negligence of the City.**

### **Payment for Annual Passes**

Payment of the fee for an annual pass entitles me (individual package) and my family (family package) to unlimited use for the type of pass purchased for a 12-month term beginning the day on which the original payment is made. Such fee shall be in an amount as set forth in a City Resolution establishing a schedule of fees for the golf course and related facilities. The fee must be paid either in full prior to use of the golf course facilities or monthly by an automatic draft from a credit card or bank account. The annual golf and/or cart pass does not cover fees for tournament or league play. Proof of residency shall be required for any resident annual pass. All persons covered by an application shall be issued an annual pass of the type purchased, which must be presented at check-in prior to each use of the facility. Proof of identification may be required at golf check-in. This pass shall remain the property of Missouri City and must be returned upon demand.

### **Termination, Status Change and Transferability**

The City may terminate a pass at any time. In the event applicant terminates a pass, such termination shall be subject to a fee of \$400.00. If applicant changes the type of pass for any reason prior to the end of the term of the pass, such change shall be subject to a fee of \$50.00 and applicant shall be issued a new pass. Such new pass shall be issued pursuant to the rules and regulations and the fee schedule for annual passes existing at the time the new pass is issued. If applicant authorizes pass fee(s) to be paid monthly by an automatic draft from a credit card or bank account, applicant must notify the management of Quail Valley Golf Course in writing on or before the 15<sup>th</sup> day of the month preceding the month in which applicant desires to terminate or change a pass. Annual passes are not transferable.

### **Rules and Regulations**

I hereby acknowledge that I have received, have read, and understand the Rules and Regulations applicable to this pass, which are incorporated herein by reference. I hereby agree that use of the Missouri City Golf Facility under the annual golf and/or cart pass are subject to the terms, conditions and restrictions set forth therein. I agree to conform to and abide by said Rules and Regulations as each may be amended from time to time. The City of Missouri City reserves the right, in its sole and absolute discretion, to terminate annual golf and/or cart passes at the Missouri City Golf Facility, to discontinue operation of any or all of the facilities, to dispose of the facilities in any manner, and to make any other changes to the terms and conditions of use of the facilities.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

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**FOR CITY USE ONLY**

Received by \_\_\_\_\_ on \_\_\_\_\_  
name date