



455 North Cityfront Plaza Drive
Chicago, Illinois 60611

MEMBER APPLICATION AND AGREEMENT

GENERAL INFORMATION

NAME OF MEMBER _____

NAME OF EMPLOYER _____ SUITE NUMBER _____

CELL PHONE _____ EMAIL _____

HOME ADDRESS _____

EMERGENCY CONTACT _____ PHONE NUMBER _____

Member Agreement

ARTICLE I – MEMBERS

1. Eligibility for Use. Use of NBC Tower's The Golf Club is limited to persons eighteen (18) years of age or older who are current tenants of, or employed by current tenants of, the NBC Tower.
2. Nature of Use. Use of The Golf Club confers solely the right to use and enjoy The Golf Club facilities and equipment in accordance with The Golf Club's rules and regulations, as they may change from time to time, in the sole discretion of The Golf Club. Rights to use The Golf Club do not confer any interest in the property or assets of The Golf Club or any right to participate in the management or operations of The Golf Club, financially or otherwise. The Member identified above may not sell or otherwise transfer his or her rights to use The Golf Club to another party.
3. Involuntary Termination. The Golf Club reserves the right at any time to terminate the rights to use The Golf Club of any Member for any conduct The Golf Club determines, in its sole discretion, to be improper or who is no longer eligible for membership by notice sent by email to the email address shown on the records of The Golf Club.

ARTICLE II – RULES AND REGULATIONS

1. Access/Attire. Members must use his or her The Golf Club access card each time he or she enters The Golf Club facility. Photo identification is required at all times. Proper attire is required. The Golf Club may prohibit the use of any personal equipment on The Golf Club premises.
2. Damage. Any damage to The Golf Club's or another person's property or to any person on The Golf Club's premises by Member shall be paid for by the applicable Member.
3. Health of Members. Members shall not enter The Golf Club with any medical condition, including, but not limited to, infections, maladies, or inability to maintain personal hygiene, if such condition poses a threat to the health or safety of others, and Members shall use the facilities in accordance with all applicable public health requirements. The Golf Club reserves the right, limit access at any time.
4. Hours. The hours of operation are adjusted seasonally and in accordance with the frequency of usage. The Golf Club reserves the right to change the operating hours.
5. Minors and Children. Persons under the age of eighteen (18) are not allowed in The Golf Club.
6. Weapons and Substances. Possession, sale, exchange or use of firearms or any unlawful controlled substance while at The Golf Club is prohibited.
7. Non-Member. A Member allowing a non-Member to use The Golf Club will forfeit their rights to use The Golf Club.
8. Monitoring. Member acknowledges and agrees that The Golf Club may be subject to electronic audio and video monitoring.
9. Amendment of Rules, Regulations or Policies. The Golf Club may from time to time adopt rules, regulations or policies amending or supplementing those contained in this agreement, and all Members will be obligated to comply with such rules, regulations, or policies.
10. Food. No food permitted in The Golf Club. Beverages only.

11. Smoking and Sleeping. No smoking or sleeping allowed in The Golf Club.
12. Signs and Notices. No signs, placards, banners, notices, or other written material shall be affixed to or painted on the walls of The Golf Club.
13. Sales and Vending. The Golf Club shall not be used to vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever.
14. Noise. The Member using The Golf Club shall not permit any improper or objectionable noise to be emitted from The Golf Club, or in any way disrupt or otherwise interfere with other tenants on the floor.
15. Personal Property. Each member is responsible for their personal property which shall not be left in The Golf Club.
16. Room Cleanliness. Members must clean up after use. All trash shall be placed in the containers provided by the Golf Club.
17. Wi-Fi. Free Wi-Fi is provided as a courtesy in The Golf Club. Members must adhere to the Wi-Fi acceptable use policy.
18. Reservations. Reservations for specific or exclusive use will be permitted at the sole discretion of Management.

ARTICLE III – WAIVER OF CLAIMS

Release and Waiver. In consideration for being permitted to enter upon and use The Golf Club’s facilities and equipment, on behalf of myself, my spouse, children, unborn children, heirs, representatives, guardians, distributes, successors and assigns, I hereby release agree not to sue and forever discharge, The Golf Club, Chicago NBC Tower, L.P., Jones Lang LaSalle, any mortgagee of the NBC Tower and their respective affiliated organizations, owners, partners, managers, members, directors, officers, employee, contractors, agents, successors and assigns (“The Golf Club Parties”) from any and all claims, causes of action or liability for any damages to or loss of property, injuries or death I may suffer in or about The Golf Club, resulting from: (i) my entry upon or use of The Golf Club’s facilities or equipment, including the malfunctioning of any equipment or on The Golf Club’s premises; and (ii) any act, omission or conduct of any of The Golf Club parties, negligent or otherwise. I acknowledge that I have carefully read this agreement and am aware that it contains a waiver and release of liability. I am signing this agreement of my own free will and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I certify that I am eighteen (18) years of age or older.

If any provision of this agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person and circumstance, all other provisions of this agreement shall remain valid and enforceable as applied to all other persons and circumstances. Modifications or additions to the pre-printed terms of this agreement, other than completion of existing blank spaces as indicated herein, are unauthorized and will not be honored by The Golf Club.

_____	_____	_____
Print Name	Signature	Date

The Golf Club Members are encouraged to make a copy of this application and agreement form for their records.