

## **Katy Trail Ice House Invitational Terms and Conditions**

v. 10.24.18

The Katy Trail Ice House Invitational (KTIHI) is a charity golf tournament on Monday, March 18, 2019 at Gleneagles Country Club (Club) and benefits the Friends of Katy Trail the non-profit organization responsible for maintaining the trail.

Fee: The foursome donation fee is \$2000. This purchase is non-refundable even in the case of inclement weather. No refunds will be offered at any time for this event for any reason. Katy Trail Ice House Invitational is 501(c)(3) not-for-profit charity. A separate receipt will be provided for your tax deduction if needed. Please contact Amy Pyrz at [apyrz@candscs.com](mailto:apyrz@candscs.com) for a receipt.

One foursome package includes:

Four (4) Participant passes including four (4) invites to the dinner and awards ceremony at Gleneagles Country Club, 5401 West Park Blvd., Plano, TX 75093.

Event details:

11:30 AM Registration

12:00 PM Driving Range & Lunch

1:00 PM Shotgun Start

5:00 PM Player Reception

6:00 PM Dinner and Awards

Each Participant will receive a thank you goody bag including a golf shirt, hat, towel and other commemorative items. Individual player shirt sizes cannot be guaranteed unless the foursome participant survey is submitted by the deadline of February 15, 2019.

Registration and Confirmation: Foursome registration is now open and placement is subject to tournament and course availability. After the foursome transaction has been completed online a receipt will be emailed to the foursome buyer (Sponsor) and a KTIHI staff member will initiate contact to confirm placement of the foursome (Participants) into the tournament.

Privacy: All Participant data will be confidential to the tournament and not sold to third parties.

### **ADDITIONAL PROVISIONS:**

1. Sponsor Responsibilities. Participants, guests, invitees must observe the rules and regulations and bylaws of the Club, including but not limited to the following: 1) soft spike golf shoes only are allowed on the golf course and driving range; 2) observe the dress code - denim jeans or shorts and jogging apparel are not allowed and all shirts must have collars; and 3) adhere to rules covering the use of the course and golf carts.

2. Responsibility for Conduct/Damage/Injury/Loss. Sponsors are responsible for the conduct of their Participants and must promptly pay for any damage to the Club (including, without limitation, damage to the golf course, golf cars, clubhouse, or other property, including personal injury) caused by any of the Participant's acts or omissions. Sponsors shall also be responsible for any damage to houses, cars, or other property caused by any of the Participant's acts or omissions, including, without limitation, injury to persons hit by a Participant's golf ball. KTIHI / Club are not responsible for any injury to Participants or for damage to any property caused by Participants. KTIHI / Club are not responsible for security or any damage to or the loss of golf clubs or any personal property brought to the KTIHI / Club, or for any item left unattended, or for loss or damage which occurs in the parking areas. No outside food or beverages of any kind can be brought into or removed from KTIHI / Club by the Participants.

3. Security. KTIHI / Club is not responsible for security or any damage to or the loss of any personal property or articles brought into KTIHI / Club, or for any item left unattended, or for loss or damage which occurs in Club parking areas. Sponsor/Participants will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. KTIHI / Club is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the KTIHI / Club, and/or for the loss of equipment, exhibits, or other materials left in meeting rooms.

4. Alcohol Consumption. KTIHI / Club does not serve alcoholic beverages to minors. It is the responsibility of Sponsor / Participants to make sure that minors do not obtain or drink alcoholic beverages. The Sponsor / Participants agrees to be responsible for the consumption of alcoholic beverages by all its Participants and agrees to prevent any Participant who has become impaired from leaving Club premises without assistance. Sponsor / Participants understand that KTIHI / Club, in its sole discretion, may refuse service to any Participant, or to all Participants. Any such discontinuation of service shall not relieve Sponsor / Participant of any obligations or any amounts owed pursuant to this Agreement.

5. Americans with Disabilities Act. Both the Sponsor / Participants and the Club shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act. The Club agrees that it will comply with Title III of the ADA and the regulations promulgated thereunder. Club shall provide, to the extent required by the ADA, such auxiliary aids and/or services as may reasonably be requested by Sponsor / Participants, provided that Sponsor / Participants gives reasonable advanced written notice to KTIHI / Club of such needs. Sponsor / Participants shall be responsible for the cost of any auxiliary aids and/or services (including engagement of and payment to specialized service providers, such as sign language interpreters) other than those types and quantities typically maintained by the Club.

6. Payments. Sponsor shall remain liable for all amounts owed to KTIHI and shall have no right to obtain a refund of any kind.

Additionally, should the KTIHI, in its sole discretion, deem collection action necessary, whether prior to, during, or subsequent to litigation, the entire cost of collection, including reasonable attorneys' fees, costs, and expenses shall be paid by Sponsor.

7. Limitation of Liability. In no event will the KTIHI / Club be liable for indirect, consequential, incidental, or punitive damages of any nature for any reason.

8. Miscellaneous. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In the event that either party shall bring an action for breach of contract or to enforce the terms of this Agreement, the prevailing party shall recover the reasonable costs and expenses incurred in such action, including without limitation reasonable attorneys fees, from the other party. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. All notices, including a cancellation notice, must be in writing. Text messages, instant messages, messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. In no event shall Club be liable for the failure of or interruption of utilities. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

9. Governing Law and Place for Suit. This Agreement will be deemed to be a contract under the laws of the State in which KTIHI / Club is located and for all purposes will be governed by and construed in accordance with such laws. Sponsor / Participants irrevocably agrees that any legal action or proceeding brought by or against Club with respect to this Agreement will be brought in the courts of the State in which KTIHI / Club is located or in the U.S. District Court for that State. Sponsor / Participants consents to the jurisdiction of such courts and that the venue for any such action will be the county in which KTIHI / Club is located. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, BASED UPON, OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**