



2026 Season Pass Agreement

2026 Season Pass: \$1,850 plus 7.45% tax

Passholder Information:

Full Name: _____

Phone Number: _____ Email: _____

Full Address: _____ DOB: _____

TERMS AND CONDITIONS:

PRIVILEGES / BENEFITS: Privileges as defined in this plan are available to the named Passholder only. Passholder privileges include:

Unlimited complimentary green fees any time Sunday through Friday and after 1:00pm on Saturdays. No holiday play. All golf is based on availability. Tee times may be booked up to 14 days in advance. During the peak months of April through October, an access/cart fee must be paid every time passholder plays and will be automatically charged to the credit card on file the day of play. Access/cart fees for April through October: \$20.00 before 3pm and \$15.00 3pm and after, and include tax. Fee required even if walking. During non-peak months, there is no access/cart fee required to play. To keep things equitable for all passholders, there are no exceptions to these conditions.

Unlimited use of driving range, range balls and practice facilities.

Preferred guest of Passholder fees of 20% off posted rates for up to 3 accompanied guests.

Golf shop discounts and restaurant discounts (10% off excluding alcohol, sale items, restaurant specials, and special offers or orders).

Privileges cannot be used for or combined with tournaments, outings, promotions, or special events. All rounds must be booked and canceled through the online season pass booking engine, with the passholder logged in under the season pass profile and in the Season Passholder category. Pass expires December 31, 2026.

NON-EQUITY PASSHOLDER: Each Passholder will be entitled to use the facility in accordance with the privileges granted by this agreement. Passholder does not imply any right or privilege to participate in or to administer Thanksgiving Point Golf Club's business policies and does not create any ownership, vested or proprietary right of any kind in land, the facilities, or its assets.

MANAGEMENT OF CLUB FACILITIES: Thanksgiving Point Golf Club reserves the right to restrict or to otherwise reserve the club facilities for such purposes as the company deems appropriate including, without limitation, maintenance,

tournament play, promotional activities, special events and 2 tee times per day. This includes golf course closure due to weather conditions and seasonality of weather conditions. **Please note, the club hosts several private tournaments throughout the season and most often opens for regular play by 2:00pm on these days.**

GENERAL CLUB RULES AND POLICIES: Passholder will be required to comply with any club rules and policies of Thanksgiving Point Golf Club set forth herein or otherwise implied hereafter. Any Passholder who violates this agreement or otherwise engages in conduct detrimental to Thanksgiving Point Golf Club is subject to revocation of their Season Pass and all associated privileges without refund. All Passholders are responsible for their guests' conduct and behavior. Rules and regulations may change from time to time in the discretion of Thanksgiving Point Golf Club.

CHECK-IN: All Passholders must check-in inside the golf shop a minimum of 10 minutes prior to the scheduled tee time or the tee time will be forfeited and you will be charged appropriate fees. There are no exceptions.

CANCELLATION POLICY: Passholder will be charged for any abandoned tee times not canceled or changed prior to 48-hours before the tee time. This includes being charged fully for the number of golfers the tee time was booked regardless of how many play the day of. There are no exceptions. No-shows and incorrect number of players in reservations have become a significant issue and hinders our ability to run a successful season program for all. Repeated violations will lead to suspension of privileges and potential revocation of Season Pass without refund.

LIABILITY / DAMAGES: Passholder accepts responsibility for all property damages; including golf carts (except due to ordinary wear and usage) caused by themselves or their guests. The club shall not be liable to Passholders and their guests for property damaged, lost, or stolen in or about the club and the Passholder hereby releases Thanksgiving Point Golf Club from any such loss. Passholder assumes all risks and hazards, now or in the future, whether known or unknown, arising out of or connected with this Agreement, to the extent caused or contributed to by the negligence of the Passholder or Passholder's guests, invitees, employees, independent agreementors, agents, or representatives, and hereby agree to forever waive, release, discharge, indemnify, and hold harmless the Thanksgiving Point Golf Club and Troon, as well as each of their respective owners, principals, affiliates, directors, officers, agents, employees, representatives, successors and assigns, and any other parties acting on their behalf (collectively, the "Released Parties") from any and all claims, liabilities, damages, expenses and costs, including, but not limited to, attorneys' fees and costs arising out of or in connection with any illness, personal injury, death, or property damage claims, whether or not adjudged to be foreseeable, which may now or hereafter be brought against the Release Parties. Passholder further acknowledges and agrees that the foregoing covenants are agreementally binding, are not mere recitals, and that should Passholder or Passholder's guests, invitees, employees, independent agreementors, agents, or representatives assert any claim in contravention of this Agreement, the asserting party shall be fully liable for the expenses and costs, including legal fees, incurred by the Released Parties.

RIGHTS TO CANCELLATION: A Passholder may cancel this agreement for any of the following reasons: 1. In the event of a Passholder's death, the Passholder's estate may cancel the agreement. The canceling Passholder may be entitled to a refund of the pass fee, which will be pro-rated from the date the written notification is received by Thanksgiving Point Golf Club, less any balance due. 2. If the Passholder becomes significantly physically or mentally disabled for a period in excess of three months with reasonable evidence of illness, including a doctor's letter. Request for discontinuance of Season Pass must be in writing. All refund consideration will be taken on a case-by-case basis and will be pro-rated from the time of receipt of written notification. Thanksgiving Point Golf Club is currently offering seasonal Passes only. Passholders signing this agreement are liable for payment of the full amount of the Season Pass.

REFUND / POLICY CHANGES: The club does not refund Season Passes under any circumstances other than those listed above. The club reserves the right to change fees, services, and operational procedures without prior notice to the Passholder.

SUSPENSION AND TERMINATION: At the sole discretion of the club management, the Passholder of any Pass who is in arrears in his or her account to the club may be suspended or terminated. Use of the club facility is available to

Passholders in good standing and their accompanied guests. The club may terminate a Passholder by notification in writing, at the last address shown on club records for that Passholder. A terminated Passholder will remain liable for all indebtedness incurred.

SEVERABILITY: In the event any part or parts of this agreement are determined invalid or unenforceable, such part or parts shall be severed and their remainder shall be in effect.

GENERAL: This agreement may not be assigned or otherwise transferred, in whole or in part, by the Passholder. In the event that Thanksgiving Point Golf Club commences any action to recover amounts due from the Passholder, it shall be entitled to recover its attorneys' fees and costs. No provision of this agreement may be waived, unless such waiver is in writing. No waiver in any one instance shall be effective in any other instance. The fact that one party or the other party drafted this agreement shall not be considered in the interpretation of this agreement. The obligations of a Passholder to Thanksgiving Point Golf Club shall survive any termination or cancellation of this agreement.

Thanksgiving Point Golf Club requires that a credit card number be kept on file to automatically charge access/cart fees, including abandon tee times. Passholder agrees to register a valid credit card with the golf shop before or while they check-in for the first round of the year to be kept on file and charged automatically for the fees outlined in this agreement. Passholder must notify the club immediately if this credit card becomes invalid.

GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard to its conflict of law rules. The Passholder and the Club further consent to and agree upon exclusive jurisdiction and venue in either the federal courts sitting in a United States District Court in the State of Utah, unless no federal subject matter jurisdiction exists, then in the Superior Court of the State of Utah.

AGREEMENT:

Passholder is subject to approval by Thanksgiving Point Golf Club and shall be effective only when Thanksgiving Point Golf Club approves this agreement. The undersigned states that he/she has read and understands the Terms and Conditions of this agreement; agrees to be bound by such Terms and Conditions and acknowledges that he/she has received a copy of this Agreement. Any account balances must be paid in full prior to termination.

Acceptance and approval by Thanksgiving Point Golf Club constitutes an agreement between the parties granting the Applicant all rights and privileges afforded to the applicable Passholder under the current Terms and Conditions. Rules and Regulations, Terms and Conditions and the General Terms and Conditions may be amended from time to time at Thanksgiving Point Golf Club's discretion. Thanksgiving Point Golf Club reserves the right to cancel any Season Pass in part or in full with or without cause.

The provisions of the Terms and Conditions and the General Terms and Conditions are hereby incorporated in this Agreement. Each party has read this Agreement and understands the contents thereof. Signature below indicates that there are no questions about the terms of this Agreement and the obligations of the parties and the Passholder intends to be bound hereby.

Print Name: _____

Passholder Signature: _____ Date: _____

Thanksgiving Point Golf Club Representative: _____

Signature: _____ Date: _____