

SMILEY'S GOLF COMPLEX – All Access Membership Contract
PLEASE READ CAREFULLY – THIS IS A LEGALLY BINDING AGREEMENT

1. Parties

This agreement is between Smiley's Golf Complex ("Smiley's"), operated by T's Inc., and the individual(s) signing below ("Pass Holder").

2. Term

Membership is valid for twelve (12) months from the effective date. Renewal requires execution of a new agreement and payment of applicable fees. **All fees are non-refundable and non-transferable**, except as required by Kansas law.

3. Fees & Included Benefits

All membership fees are listed in Attachment A. Membership includes use of provided range balls on driving range, rounds of golf on the 18-hole executive golf course, and both miniature golf courses, subject to the terms of this agreement.

4. Facility Use, Hours & Availability

Pass Holder may use the golf course, driving range, and miniature golf during posted business hours. Smiley's provides range balls for use at the driving range; however, availability of range balls may be restricted or suspended due to conditions that make golf ball retrieval unsafe or impractical, including but not limited to snow, ice, standing water, excessive mud, or weather-related conditions.

Smiley's reserves the right to close any facility, limit access, or restrict services, in whole or in part, for facilities maintenance, special events, weather, safety of employees or customers, and/or operational reasons. Hours vary seasonally. All activities must end by posted closing time.

5. Rules & Restrictions

Driving Range: Only registered Pass Holder(s) may hit balls. No sharing of range balls with non-members. Unused balls must be returned to the clubhouse. No leaving range balls on chipping greens, putting greens, or tee line.

Golf Course: Membership is not valid for tournaments. Push carts not included. No spectators permitted.

6. Termination

Smiley's may suspend or revoke membership at any time for violations of facility rules, unsafe conduct, or failure to follow staff instructions. Termination results in forfeiture of all fees; no refunds will be issued.

7. Kansas Assumption of Risk, Waiver & Release of Liability

Pass Holder understands and acknowledges that participation in golf, driving range, miniature golf, and related activities involves inherent risks, including but not limited to bodily injury, property damage, serious injury, or death. Pass Holder voluntarily assumes all such risks, whether known or unknown, foreseeable or unforeseeable. To the fullest extent permitted under Kansas law, Pass Holder hereby releases, waives, and discharges, not to sue Smiley's Golf Complex, T's Inc., and their owners, officers, employees, agents, and affiliates from any and all claims, demands, causes of action, damages, or liabilities arising out of or related to Pass Holder's use of the facilities, including claims based on ordinary negligence. Pass Holder agrees to indemnify and hold harmless Smiley's from any loss, liability, damage, or cost (including reasonable attorneys' fees) arising from Pass Holder's actions, rule violations, or use of the facilities. Nothing in this agreement shall release liability that cannot be waived under Kansas law.

8. Governing Law & Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any dispute shall be resolved by binding arbitration in Johnson County, Kansas. By signing below, I acknowledge that I have read, understand, and agree to all terms of this agreement, including the Kansas liability waiver and service limitations, and that violations may result in immediate termination with no refund.

Pass Holder's Signature: _____ **Date:** _____ (MM/DD/YEAR)

Print Name: _____

Address: (Street, State, Zip) _____

Email: _____ **Phone:** _____

FAMILY / COUPLES PASS (if applicable):– ADDITIONAL MEMBERS

Name #2: _____ **Age** _____ **Name #4:** _____ **Age** _____

Name #3: _____ **Age** _____ **Name #5:** _____ **Age** _____

