



GYPSUM Golf
CREEK Course

**PUNCH PASS HOLDER
Agreement**

2022

2022 Punch Pass Annual Agreement

A. Golf

PUNCH PASS HOLDERS will receive the following for each punch pass purchased throughout the season:

- 20 punches per pass.
- Each punch of this shareable pass is good for a 9-hole round including half cart.
- Morning and Pre-Twilight play is 2 punches per 18 holes.
- Regular Twilight play is 1 punch for 9 or 18 holes if time allows before carts need to be in.
- Punch passes expire at the end of the year that they are purchased. Punches DO NOT carry over to following season.
- Range balls are no longer included with our punch passes.
- **NO FIVESOMES+**

B. Cart Fees

PUNCH PASS HOLDERS will receive a shared cart benefit each time the Pass Holder is playing at the facility. Cart fees and green fees will not be waived for any Non-Pass Holders golfing with Punch Pass holders however, pass holder can use their punches for others at which time they too will have shared cart privileges. **Threesome and Foursomes will be limited to 2 carts per group. NO FIVESOMES OR GREATER AT ANY TIME!! FOURSOMES WILL BE LIMITED TO 4 BODIES (no additional riders or walkers in a FOURSOME).**

C. Duration of Contract

All **Punch Pass** agreements and remaining punches will expire on 11/27/22. The golf course may close at the discretion of management due to weather, feasibility of being open, and any other reason the management sees fit prior to this date or at any time during the season.

D. Golf Reservations

Tee times may be made up to 7 days in advance online or by calling the Pro Shop. Abuse of booked reservations via last minute cancellations, no shows, overbooking, etc., may be grounds for taking punches to cover booked no shows by Punch Pass holder.

F. Maintenance, Renewal and Termination

The PUNCH PASS HOLDER will have the opportunity to purchase unlimited punch passes throughout the season, however, any unused punches at the end of the season will expire and will not roll over to the next season. Management reserves the right to terminate immediately or deny additional purchases of pass products based on any abuse of golf course staff, breach of contract or unsatisfactory conduct, or for any other discretionary reasons. Refunds due to any type of pass denial or restriction are at the sole discretion of the management. PUNCH PASS HOLDERS and their guests are reminded that Colorado Liquor and Marijuana Law regulations, must be observed at all times while on the property, including the strict restriction of bringing outside alcoholic beverages and any illegal substances onto the property. Violation of the Colorado Liquor Laws, Colorado Marijuana Laws or Colorado Department of Transportation blood alcohol laws in any way can result in immediate removal from the course and or arrest and prosecution as well as termination of any pass/golf privileges without refund. PUNCH PASS HOLDERS are unconditionally liable for any damages done to the facility including golf carts while on the property and will be responsible for all associated costs that result.

H. Hours of Operation

The facility's hours and days of operation will be established by the facility on a seasonal basis. Management reserves the right to modify hours and days of operation. Hours may be adjusted for weather, maintenance, special events, or other reasons the management deems fit to close or suspend play at the facility. PUNCH PASS HOLDER play may be restricted at the discretion of the management for any reason at any time without advance notice.

I. Tournaments

PUNCH PASS HOLDERS do not receive discounts on entry fees, cart or green fees for any events held at Gypsum Creek.

J. Optional Seasonal Membership Payments Available

- Men's League Membership - \$20. Due and payable on first day played.
- Ladies League Membership - \$10. Due and payable on first day played.
- GHIN Handicap - \$40. May be paid at any time during season at which time player would like to activate.

K. Tournaments

a. Club Championship

All ANNUAL FULL SEASON PASS HOLDERS (does not apply to PUNCH PASS HOLDERS), MEN'S LEAGUE PLAYERS (who have played a minimum number of events as stipulated at the Spring Meeting), LADIES LEAGUE PLAYERS (who have played a minimum of events as stipulated at the Spring Meeting), and Gypsum Creek GHIN Members, will be eligible to participate in our Club Championship tournament, provided their GHIN handicap records are established, activated and up to date in the Gypsum Creek Golf Club according to the Colorado Golf Association. Information regarding tournaments will be provided by management at appropriate dates.

L. The Driving Range

- a. **PUNCH PASS HOLDERS** do not receive practice balls. These can be purchased in the golf shop at the time of check-in.

RULES AT A GLANCE

The following Gypsum Creek Golf Course rules are for the benefit of all our "golfers". As Punch Pass holders, we consider you part of our family and we greatly appreciate you as our ambassadors. Some of the below may also repeat those listed above, however, we feel that the list below will offer a reminder. These rules are subject to change at any time and without prior notice.

- It is recommended that all players reserve a tee time. Tee times can be seen and secured in real time via our Gypsum Creek app or by visiting our website at gypsumcreekgolf.com. We are not obligated at any time to "squeeze" Punch Pass Holders in for play who have not secured a tee time.
- Colorado Law prohibits alcoholic beverages from being brought onto the property. Alcohol must be purchased from the Creek Side Grill. Violators are subject to beverages being confiscated and possible removal from golf property without refunds. Punch Pass Holders are subject to loss of pass privileges without refund.
- Proper, appropriate, attire is recommended. For Men: shirts with sleeves must be worn. Women: sleeveless shirts are allowed. Please, no tank tops, halter tops, swim tops, gym shorts, cutoffs and short shorts. All tee shirts must be in good taste, soft spikes only. Layers and clean, mountain casual is welcome. Dress for Success!
- Fivesomes+ (4 BODIES per foursome ONLY) are not permitted to play on the golf course.
- Spectators of any age must be booked to fit within a foursome and will require a \$25 course fee.
- All golfers must have their own set of clubs unless golf shop approval at time of booking.
- Valid register receipts must be available presented to starter or other golf course staff when asked.
- Minors golfing who are 15 years of age or younger are eligible for our Junior Rate. *Non-Golfers*, of any age, will be allowed ONLY by approval of the golf shop staff upon booking and must fall within the 4-per-foursome count and will be required to pay a \$25 "rider" fee.
- Please observe proper golf etiquette, fill divots, repair ball marks, and rake bunkers.
- As a courtesy to others, please observe the playing time standards as set forth by CGA. Regardless of pace of play on any given day, PLEASE let faster players play through if you are unable to keep up with the group in front of you.
 - Men's Brown Tees: Front 9 = 2:03; Back 9 = 2:07; 4 Hrs 10 Min.
 - Women's Green Tees: Front 9 = 1:52; Back 9 = 1:47; 3 Hrs 39 Min.

- Slow groups who fall behind will be asked to pick up the pace. If you continue to fall behind, your group will be asked to skip holes to get back into position with the group ahead. A third warning will result in being asked to come back at a less busy time.
- Rainchecks, for paid players, are available upon request for rain or snow. It is at the discretion of the golf shop to issue rain checks on a case-by-case basis for any other circumstance. Rain checks are pro-rated based on number of holes played and rate paid. They do not apply to discounted rates or twilight rates.
- Players are encouraged to be checked in with the starter a minimum of 5 minutes prior to tee off time. Players who arrive late may have their tee time cancelled and/or moved to the next available tee time whenever possible.
- All play will start on the 1st Hole unless otherwise indicated upon check-in. You will need permission from the golf shop in coordination with the starter, to tee off of any other hole, no exceptions.
- Tee Box Guidelines for Average Driver Distance:
 - 280+ = Black Tees
 - 250-280 = Brown Tees
 - 180-250 = Gold Tees
 - 180 and under = Green Tees
- Please Play Ready Golf - Pace of Play Is Up To YOU
- NO DOGS AT ANY TIME. If a service dog is required, valid official papers must be presented at time of check-in along with a \$25 refundable deposit to ensure that no damage to our carts/seats are incurred.

Golf Cart Rules:

- You must be a licensed driver to operate a golf cart.
- Golf Carts may not be taken off Gypsum Creek property at any time.
- A maximum of two adults are permitted to ride on each golf cart.
- Golfers are permitted two golf carts per group unless otherwise specified by Gypsum Creek Golf Course or special consideration by golf shop personnel. Golfers are not entitled to their own cart and must ride with another player when requested. Non golfers riding along with a registered player must pay a \$25 fee and fall within 4-per-foursome numbers.
- Observe the daily cart rules and obey all signs and markers on the golf course.
- If not visibly marked, keep carts at least 30 feet from all tees and greens, always use cart paths when provided.
- Please return all golf carts to the cart barn area.
- Operation of a golf cart is at the risk of the operator. The operator will be held responsible for any, and all damages resulting from misuse.
- Violation of golf cart rules may result in suspension of operating privileges and/or playing privileges.
- Handicap flags will be provided to those with a written medical excuse from a certified medical practitioner. All other requests are at the discretion of the golf course personnel. A handicap flag does NOT allow you to drive or park on tee boxes, greens, or sand traps. You must always respect the conditions of the course, or risk losing your golf privileges.

Practice Facility Rules:

- Please hit only purchased golf balls from Gypsum Creek Golf Course at the range.
- Please hit from daily designated area ONLY. If on the mats, STAY on the mats please.
- Range balls and baskets are NOT to be removed from the Gypsum Creek Golf Course for any reason.
- Do not go forward of the daily designed tee area to retrieve golf balls.

~ Subject to changes and updates ~

Annual PUNCH PASS HOLDER Cart Release

THIS IS A RELEASE OF LIABILITY for the 2022 GOLF SEASON.
READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING.
ASSUMPTION OF RISK, RELEASE, WAIVER, AND DISCHARGE

In consideration of being permitted to use a golf cart and/or the Gypsum Creek Golf Course (Collectively, the "Activity"), the undersigned does hereby represent that he/she is the age of 18 or older, holds a valid driver's license, and knows how to operate a golf cart. The undersigned, if signing for a couple or family, acknowledges and agrees to accept all responsibility for additional couple or family passholders as the legal representative therein and in accordance with all written herein. The undersigned agrees to abide by the rules of the Gypsum Creek Golf Course. The undersigned has independently evaluated and reviewed the risks and has determined to engage in the Activity with full knowledge and acceptance of the risk. Fully understanding these risks, the undersigned, for himself/herself, his/her spouse, his/her legal representatives, heirs, and assigns, hereby agrees to assume full responsibility and liability for the risk of bodily injury (including death) or property damage which may result from participation in the Activity.

The undersigned, for himself/herself, his/her spouse, his/her legal representatives, heirs and assigns, hereby waives, releases, and discharges the Town of Gypsum, its officials, employees, volunteers, attorneys, and agents (collectively, the "Town") from any, and all liability to the undersigned, his/her spouse, his/her legal representatives, heirs, and assigns, for any, and all losses or damages resulting therefrom, on account of any injury to the undersigned (including death) or to the property of the undersigned, whether caused by negligence of the Town or otherwise, which claims, losses, and demands arise during or result directly or indirectly from participation in the Activity.

The undersigned agrees to fully indemnify and hold harmless the Town, from any, and all losses, liabilities, damages, or costs, including reasonable attorney's fees, which may be incurred as a result of injuries to the undersigned which arise from his/her participation in the Activity, whether any such loss or liability was caused by the negligence of the Town or otherwise. The undersigned further agrees to indemnify and hold harmless the Town for any acts or conduct of the undersigned, of whatever kind or nature whatsoever, while participating in the Activity.

The undersigned expressly agrees that this Assumption of Risk, Release, Waiver, and Discharge is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado; if any portion is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. The undersigned has carefully read the foregoing provisions and knows and understands fully the contents of said provisions. No oral representations, statements, or inducements, other than the foregoing written agreement, have been made.

THIS PAGE MUST BE SIGNED AND FILLED OUT IN IT'S ENTIRETY AS ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL GOLF COURSE RULES AND ETTIQUETTE FOR THE 2021 GOLF SEASON AT GYPSUM CREEK GOLF COURSE

Annual PUNCH PASS HOLDER Cart Release

Upon Signing, I _____, understand, and accept the aforementioned rules and responsibilities for golf cart use at Gypsum Creek Golf Course.

Signed by: _____

Date: _____

Printed: _____

II. PUNCH PASS HOLDER Acknowledgement

I, X _____ hereby acknowledge that I have read this contract and understand the terms and agree to abide by all terms and conditions contained therein. I also understand that by signing and/or submitting payment for my 2022 Punch Pass, this document I have entered into is a binding contract until November 27, 2022 with the facility, Gypsum Creek Golf Course. I am responsible for maintaining the status of this contract financially, and that any breach of this contract could result with the incurrence of penalty fees and/or dismissal from the facility. The facility, Gypsum Creek Golf Course, retains all rights to this contract and may revoke this contract without any warning or due process.

PUNCH PASS HOLDER Signature: X _____ Date: _____

Contact Information: PLEASE MAKE LEGIBLE

Primary Punch Pass Holder Name X _____

E-mail Address X _____

Mailing Address _____

City _____ State _____ Zip _____

Cell Phone X _____

Secondary Approved User Name(s)X _____ **Cell Phone X** _____

E-mail Address X _____

10 PUNCH PASS: \$590.00
