

CLIENT AGREEMENT

What follows are the terms governing your Pure Golf Coaching Academy agreement. Referred to as PGCA. As used in this agreement, "Client" means the person becoming a client; "you" also means the client, but includes the responsible party if the client is less than 18 years old; the "Responsible party" is the Client's parent or other adult who is legally responsible for the Client; and "we" means Rich Marik Pure Golf owns the program. By signing below, you agree to all the terms and conditions in this agreement and certify that you have read the entire agreement, so please read it carefully.

I. Cancellation Rights.

a. You may cancel this agreement under the following circumstances:

i. You may cancel it – within five (5) business days from signing this agreement – you notify us that you want to cancel. If you do, we will refund an amount you paid us, but may keep an amount not exceeding \$100 for the market value of the services we provided the Client.

ii. If you have enrolled in the PGCA program you may cancel this agreement at any time with 30 days written notice (as described below) without any penalty. PGCA will keep any fees paid prior to the cancellation.

iii. You may cancel if the Client dies or becomes totally and permanently disabled. If you cancel because of death or disability, we will refund any amounts paid us, but may keep \$25, plus an amount equal to the fair market value of the services we provided the Client

b. No cancellation is effective unless it is in writing

i. and delivered to us by mail, at our address and postmarked by midnight of any time limit stated above or hand delivered to us in person or at the business address by midnight of any time limit stated above; and

ii. Is delivered to us with all contract forms, and other documents and evidence of being a client give to you. Please note that the best way to cancel is to send your written notice by registered or certified mail, return receipt requested, and keep a photocopy for your records.

c. We may cancel this agreement at any time for any reason; if we cancel for any reason other than your own fault or misconduct we will refund any unearned balance of your account that you paid us.

d. If the responsible party cancels this agreement, the Client may not receive any further training from our team in this specific program.

2. No Transfers. You may not transfer your right to be a client membership to another person and the obligation to pay the balance of payments you owe us may not be delegated to another person.

3. Participation; Scheduled Training Sessions.

a. The extent to which the Client participates in programs and other activities conducted at our facilities is his or her decision alone. The Client's failure to use our facilities does not entitle him or her to cancel this agreement or to a refund. Participation in a special event is strictly voluntary and we do not endorse or recommend using outside vendors and participants.

b. If a client fails to attend a scheduled training session or is more than fifteen minutes late for that session, we may assess a draft on the filed account a total of, and not exceed \$15. You must cancel any scheduled training session at least 24 hours in advance.

c. Although some training sessions may occur outside of our facility the provisions of this agreement apply to those outside training sessions as well.

4. Delinquent Accounts. If you default on any obligation to us, we may accelerate your obligations and require you to immediately pay us all money due under this agreement (even if not then payable), together with all collection agency and legal fees (including court costs) we incur.

5. Late or Returned Item Charges. We may charge you a \$20 fee for any returned credit / debit card draft resulting from insufficient funds, account closed, or similar circumstance.

6. Amending Rules. We may amend or supplement the rules and conditions (including those contained in this agreement) applicable to clients as we deem appropriate to properly manage and operate our business.

7. Unavailability of Facility or Services. From time to time our facility or services at the facility may become unavailable because of programming hosted by the facility, maintenance practices, weather, fire, condemnation, and loss of lease, catastrophe, or other reasons beyond our control. If that happens, we are not responsible, and you may not hold of liable.

8. Operating Hours. We may change operating schedules from time to time. We may close the facility and our programs for a period covering Christmas holidays. We will post all scheduling of the programs and communicate to you through our website and email.

9. Rules. The Client must follow all our rules and regulations of using our facility.

10. Damage to Facilities. You must pay us for any damage you or your guests cause to our facility or property.

11. Waiver and Release. Participating in athletic activities carries an inherent risk of injury, even if the greatest care is exercised. Accordingly, Clients and their guests may injure themselves while attending or using our facility or participating in any of our activities or programs. Clients and their guests.

Therefore, assume all risk of personal injury, death, property loss, or other damages that may relate to attending or using our facility or participating in any of our programs or activities. By assuming those risks you and your guests waive, and release all claims you or your guests may have or may want to assert against us, our affiliates (including our facility owners), and our affiliates owners, officers, directors, managers, employees, agents, and representatives (the "Metropolitan Golf Links and Rich Marik Pure Golf) for any such personal injuries, death, property loss, or other damages connected to or arising out of any of the aforesaid risks. You and your guests release Rich Marik Pure Golf and Metropolitan Golf Links from all claims, damages, demands, rights of action, causes of action and liabilities, present or future, known or unknown, anticipated or unanticipated, resulting from arising out of the Client's and its guests' attendance at or use of our facility or their participation in any of our activities or programs, including, without limitation, those arising from our negligence or that of any other member of Rich Marik Pure Golf and Metropolitan Golf Links. You and your guests also release all members of PGCA and Metropolitan Golf Links from all liability relating to loss, theft, or damage to personal property – including, without limitation.

12. Client's Physical Fitness.

a. You represent that the Client is physically fit to engage in the activities that he or she participates in at our facility. You are solely responsible for all health risks associated with those activities. If we evaluate the Client's physical fitness or recommend any activities for the Client, that is not a substitute for – and does not relieve you from the obligation of – having the Client's doctor evaluate the Client of recommend appropriate activities for him or her before the Client begins a physical program or engages in any activities at our facility.

b. The Client should be examined by his or her physician before becoming a member of PGCA. The client should consult with his or her physician regularly during the time that the Client is engaging in activities at our facility. If the Client has a history of heart disease, the Clients MUST consult a physician before using our program and joining. He or she may not use the facility or join without such a consultation. We are not licensed doctors and our advice is therefore limited in scope and is not a substitute for medical supervision and advice, which the Client must obtain independently of us.

13. Arbitration. All disputes and legal claims that you or your guests may have with or against any member of Rich Marik Pure Golf LLC must be resolved through binding arbitration.

14. Miscellaneous. We do not honor any oral agreements made at the facility or over the phone that are contrary to the terms and conditions in this agreement. This contract constitutes the entire legal agreement pertaining to membership and any other matters herein discussed and super cede any other promises, representations, or understandings of any kind, whether oral or written. No modifications or alterations to the terms or provisions hereof may be made by anyone unless such changes are expressly authorized in writing by one of our authorized personnel. If any provision of this agreement is contrary to, prohibited by, or considered invalid under applicable law, that provision is inapplicable and considered omitted to the extent it is contrary, prohibited, or invalid – but, in such event, the remainder of this agreement is not invalidated must be given full force and effect so far as possible. If any provision of this agreement may be construed in two or more ways, on e of which renders the provision invalid or otherwise void able or unenforceable and another of which renders the provision valid and enforceable, the provision has the meaning that renders it valid and enforceable. We do not lose our rights under this agreement if we delay in enforcing them or fail to enforce such rights.

Rich Marik Pure Golf Staff:

Signature

Print Name

Facility Name and Address:

Rich Marik Pure Golf
10051 Doolittle Dr
Oakland, CA 94603

Phone: (415) 569-5555

Fax: (510) 562-6129

PGCA Hosted at:

Metropolitan Golf Links
10051 Doolittle Dr
Oakland, CA 94603

Client Signature: _____

Print Name _____

Confidential: Medical History Form (PGCA)

Name _____ Date of Birth _____ Today's Date _____

Cell Phone: _____ Home Phone: _____ Email: _____

I. Last Injuries

Do you have or have you ever had, any of the following conditions? If so please check the blank and state the year:

Injury	Date	Injury	Date
___ Concussion (s) number	_____	___ Knee injuries	_____
___ Skull fractures (s) number	_____	___ Lower leg injuries/ "shin splints"	_____
___ Neck injuries	_____	___ Ankle injuries	_____
___ Shoulder injuries	_____	___ Foot injuries	_____
___ Elbow injuries	_____	___ Back injuries	_____
___ Hip injuries	_____	___ Thigh injuries	_____
___ Arm/wrist/hand injuries	_____	___ Rib Cage injuries	_____

Additional Information we might need to know:

___ Any injury to any part not mentioned? _____

___ False teeth or bridge? _____

___ Ever had an arthroscopy? What joint? _____

___ Ever been advised to restrict physical activity during the past 5 years? _____

II. Past Illness Or Medical Problems

Do you currently have, or have you ever been treated for the following conditions? If so please check the blank and state when:

___ Surgical Operations:	_____	___ Any abnormal bleeding tendencies
___ Confinement to hospital	_____	___ Any allergies - food
___ Frequent headaches	_____	-drugs / medications
		-skin
___ Fainting spells or dizziness	_____	-asthma
___ Epilepsy or convulsions	_____	___ Osgood-Schlatter's Disease of the knee
___ numbness or tingling	_____	___ Hepatitis or Jaundice
___ Nosebleeds	_____	___ Acquired Immune deficiency syndrome (AIDS)
___ Difficulty hearing	_____	___ Infectious mononucleosis (mono)
___ Heart murmur	_____	___ Loss of, or serious impairment of, a paired organ
___ Arthritis	_____	
___ Diabetes (type)	_____	

Anything not mentioned or explanation of something we should be aware of:

I, _____, am of good physical health and to not feel it is necessary to seek medical approval before participating in training activities with Rich Marik Pure Golf, dba Rich Marik Pure Golf

Participant Signature

Date

Emergency Release Card (Rich Marik Pure Golf)

Please complete this card at the time of enrollment. If an emergency should arise and the student / athlete cannot communicate this will give us permission to begin care. The Emergency Contact Information form will provide additional information to use in a non-critical emergency situation.

Emergency Release

Athlete: _____ Age: _____

Address: _____ City: _____ State _____

Zip: _____ Phone: _____ Cell: _____

Doctor: _____ Phone: _____

Hospital Preferred: _____

Emergency Contact Information

Name: _____ Phone: _____ Cell: _____

Relationship: _____

In the event of an emergency where I authorize Rich Marik Pure Golf, and Metropolitan Golf Course to secure whatever medial care is necessary for my safety and well-being. I will assume all costs incurred for emergency care.

Signature

Rich Marik Pure Golf Enrollment Information Form

Date: _____

Name: _____ M or F: _____

Address: _____ Date of Birth: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Email: _____

(For Communication from Rich and his team)

PGCA Staff Only

Program: _____ Date of Registration: _____

Package Price: _____ Date of First Payment: _____

Credit Card: VISA, MC, AMEX CC#: _____

Security # _____

Name on the Card: _____ Expiration Date: _____

AUTHORIZATION FOR AUTOMATIC PAYMENT
(Credit Card Account Only)

Customer Name: _____
(as it appears on the credit card)

Credit Card or Bank Card: (Please circle)

VISA MASTERCARD AMERICAN EXPRESS
(Please circle)

Account Number: _____

Security Number (Required): _____
(Security Number)

VISA & MASTERCARD; located on the signature panel, last three numbers)
AMEX; Located on the front side top right of the card, four numbers)

Expiration Date: _____

I hereby authorize Metropolitan Golf Links (dba) Rich Marik Pure Golf to charge the above referenced credit card account automatically every Month, beginning on the _____ of _____, 2008 in the amount of \$99.00 and apply said charge toward payment of the charges I owe Rich Marik Pure Golf. I understand that I will remain responsible for recurring charges additional late fees should my credit card be canceled or otherwise made unavailable for payment.

Name: _____
(Signature)

Date: _____

Name: _____
(Please Print)

Please fax to Rich Marik Pure Golf (510) 562-6129