

Apple Mountain Country Club

Driving Range Terms of Use & Safety Policy

By accessing or using the Apple Mountain Country Club (“AMCC”) Trackman driving range and related facilities, you agree to the following terms:

1. Assumption of Risk

Use of the driving range involves inherent risks, including but not limited to being struck by golf balls, clubs, or other equipment. By using the facility, guests voluntarily assume all risks of injury, loss, or damage arising from such use.

2. Compliance with Rules

Guests must comply with all posted rules, signage, and instructions provided by AMCC staff at all times. AMCC reserves the right to modify these rules at any time without prior notice.

3. Bay Usage & Capacity

- Each bay is limited to a maximum of **four (4) guests per reservation**.
- **Members may bring up to six (6) guests per bay**, subject to availability and club policies including kids.
- Reservations are time-bound and must be used within the reserved period.
- AMCC reserves the right to reassign, relocate, or terminate access to any bay for operational or safety reasons.

4. Safety Requirements

- Guests must remain within designated hitting areas at all times.
- Swinging clubs outside designated areas or in an unsafe manner is strictly prohibited.
- Guests must be aware of their surroundings before swinging.

- Adult supervision is required for minors at all times.
- AMCC may remove any individual deemed to be acting in an unsafe manner.

5. Equipment & Property

- Only balls and equipment provided or approved by AMCC may be used.
- Each reservation includes one bucket of balls depending on the duration of the reservation. Additional balls may be purchased separately.
- Guests shall not remove range balls or equipment from the premises.
- Guests are responsible for any damage to AMCC property, including TrackMan systems, screens, or structures, caused by misuse, negligence, or intentional acts.

6. Technology Use (TrackMan)

- TrackMan systems and related technology must be used as intended.
- Tampering, interference, or misuse of any equipment is strictly prohibited.
- AMCC is not responsible for data accuracy, interruptions, or system errors.

7. Food & Beverage Policy

- Food and beverages may be consumed within designated areas.
- Outside food or beverages may be restricted in accordance with AMCC policies.
- Guests must maintain cleanliness and dispose of waste appropriately.

8. Reservations, Cancellations & Changes

- Reservations are subject to availability and AMCC policies.
 - a. All bookings can be canceled without any penalty 24 hours prior to the booking date.
 - b. Cancellations made within 12 hours of the scheduled start time for any booking will result in a charge of 50% of the original booking fee.
 - c. In the case of a “no call, no show” for any booking, including simulator rentals or lessons, the full booking fee will be charged (100% of the original booking fee).

- d. Members are granted one mulligan per 30 days, allowing for a single late cancellation without incurring a fee. After utilizing the one mulligan, members will be charged a flat rate of \$25 per late cancellation.
- e. We have implemented this cancellation policy to ensure fair treatment for all customers and to maintain the availability of our services. We kindly request that you provide sufficient notice if you need to cancel or reschedule your booking to avoid any applicable charges. Thank you for your understanding and cooperation.

9. Weather, Closures & Interruptions

AMCC reserves the right to suspend, modify, or terminate operations due to weather, safety concerns, maintenance, or other circumstances. AMCC does not guarantee uninterrupted access and shall not be liable for such interruptions.

10. Prohibited Conduct

The following are strictly prohibited:

- Unsafe behavior, including reckless swinging or entering restricted areas
- Harassment, disorderly conduct, or violation of club policies
- Unauthorized commercial activity, instruction, or events
- Use of the facility in a manner inconsistent with its intended purpose

11. Limitation of Liability

To the fullest extent permitted by law, AMCC shall not be liable for any direct, indirect, incidental, or consequential damages arising from use of the driving range, including injury, property damage, or loss. Total liability shall not exceed the amount paid for the reservation.

12. Indemnification

Guests agree to indemnify and hold harmless AMCC, its owners, employees, and affiliates from any claims, damages, or liabilities arising from their use of the facility or violation of these terms.

13. Right to Refuse Service

AMCC reserves the right, at its sole discretion, to refuse service, revoke access, or remove any guest for violation of these terms or for safety and operational reasons, without refund.

14. Governing Law

These terms shall be governed by and construed in accordance with the laws of the State of New Jersey.

15. Acknowledgment

By using the driving range, guests acknowledge that they have read, understood, and agreed to these Terms of Use.