

## Calabogie Peaks Membership Terms & Conditions

Effective: May 2025

### Memberships

There are two types of Membership.

1. The Individual Membership entitles the Individual Member with the Membership Benefits described below.
2. The Family Membership entitles the Family Member and their family with the Membership Benefits described below. The Platinum Members' "Family" includes their significant other living in the same household, children under the age of 18 and grandchildren. The Family Member's Family must be accompanied by the Family Member to use the Family Member's Membership Benefits

The Individual Member and the Family Member are collectively referred to as the Member below.

### Member Benefits

Membership entitles the Member to the following benefits (the "Membership Benefits "):

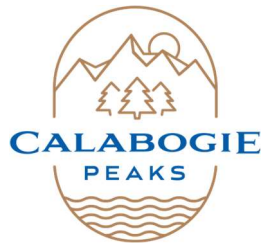
- *Golf.* Unlimited golf at the Resort's Ironwoods Golf Course
- *Beach.* Unlimited use of the Resort Beach, including Paddle Boats, Canoes, Kayaks & Stand-up Paddle Boards
- *Fitness Center.* Unlimited access to the fitness center (Pool, Hot Tub & Exercise Room)
- *Food & Non-Alcoholic Beverages.* 10% discount on purchases of food and non-alcoholic beverages across the Resort. This discount applies to the Member and up to a maximum of three guests accompanying the Member at each meal. Membership card must be presented to the server prior to ordering
- *Hotel.* One complimentary one-night stay per Member per year in a standard hotel room, Sunday through Thursday based on availability and the Accommodation provisions below.
- *Retail.* 10% discount on everything at retail shops across the Resort, excluding ski and other tickets, rentals, ski lessons, ski programs and other ski products.

### Exclusions

The Membership Benefits cannot be used in connection with special events, weddings, conferences, other group events or purchases of alcoholic beverages. Membership Benefits cannot be combined with any other offers, promotions, special group rates, discounts or other Memberships. May not be

### Card

The Member acknowledges and agrees that the membership card associated with the Membership (the "Membership Card ") will always remain the Resort's property. The Member must immediately



return the Membership Card to the Resort upon ceasing to be a Member for any reason. The Member is prohibited from doing any of the following with the Membership Card: (i) damaging it outside of normal wear; (ii) copying or manipulating it; and (iii) permitting an unauthorized person to use it.

The Membership Card must be presented before making a purchase or order to receive any discounts or benefits. To confirm their Membership status for transactions, the Membership Card must be presented in person upon arrival for golf, hotel room bookings, dining discounts, retail purchases and other related services. Benefits requiring the Membership Card are contingent upon the presentation of the Membership Card.

#### **Term**

Membership Benefits are for one (1) year commencing on the day the Membership is purchased, unless terminated earlier in accordance with these terms.

#### **Accommodation**

The one complimentary one-night stay is not available during statutory holidays and associated weekends, Dec 24 to Jan 2, special event weekends and other high-demand periods. Reservation must be made in advance by phone at 343-242-1003 and minimum 48 hours & a maximum 90 days in advance. Occupancy includes up to 2 adults and two children under 18. This benefit may not be used to modify or extend existing bookings.

#### **Availability**

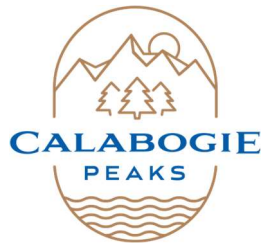
The Resort reserves the right to host special events and golf tournaments. Such events may partially restrict the availability of golf course and any or all the Resort's facilities, including, but not limited to, use of the restaurants, shops, beach and Hotel. The Resort shall have no liability for the temporary unavailability of any Member Benefits due to such events or any maintenance, repair, construction or improvements carried out on the Resort.

#### **Unforeseeable**

The Resort shall have no liability for the failure to provide any Membership Benefits if such failure is due to forces beyond the Resort's control, including, but not limited to, acts of God, inclement weather, acts of nature, pandemics, power outages, system failures, unavoidable shutdowns or utility disruptions, or any and all other events beyond the Resort's reasonable control that prevents the Resort from providing the Membership Benefits.

#### **Waiver**

The Member agrees to indemnify the Resort from and against all claims, liabilities, and expenses, including reasonable legal fees, resulting from any breach of these Membership terms by the Member or the Member's guests or invitees, or by any of the Member's actions or omissions or those of the Member's guests or invitees. The Member is responsible for the actions of and all damages caused by all persons that the Member or their guests invite to enter any of the Resort's premises.



To the maximum extent permitted by applicable law, the Member, on their own behalf and on behalf of their guests and invitees, waive any and all claims and rights against the Resort and their affiliates, parents, and successors and each of the Resort's employees, assignees, officers, agents and directors (collectively, the "Resort Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, or person, that is directly or indirectly related to the Member's own actions or omissions or that of their guests or invitees, except to the extent that such injury, damage, destruction, theft or loss results from the gross negligence or willful misconduct of the Resort.

### **Liability**

To the maximum extent permitted by applicable law, in no event will any of the Resort be liable to the Member for any indirect, punitive, special, incidental or consequential losses or damage arising from or in relation to the Member's inability to use or take advantage of the Membership Benefits, whether based in negligence, contract, tort, strict liability or otherwise. To the maximum extent permitted by applicable law, in the event of any liability of the Resort to the Member, such liability will in no event exceed, in total, the fee paid by the Member for Membership. The Resort will not be liable under any cause of action, for any indirect, special, incidental, consequential or punitive damages, including loss of profits resulting from any claim arising under or in connection with the Membership.

### **No Transfers**

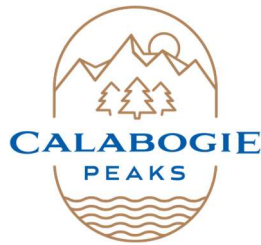
The Membership is for personal use only, may not be cancelled and is not transferable for any reason and may not be sold/re-sold. The Membership lasts for one year and can be renewed every consecutive year from time of purchase.

The Member acknowledges that the Membership is exclusively for the purpose of permitting the Member to obtain temporary use of the available Resort properties, facilities and services for activities contemplated by the Membership Benefits. The Resort shall be entitled to operate, maintain, repair, modify, expand, sell, dispose, lease, license or otherwise deal with any of its facilities, in its sole and absolute discretion.

Membership and these terms, as amended from time to time, shall be binding upon and inure to the benefit of the Member and the Resort. The Member may not assign, transfer, sell or otherwise dispose of the Membership, and any purported attempt to do so will be null and void. Without the consent of the Member, the Resort may assign its respective interests in the Membership Agreement, together with all of its rights and obligations under the Membership Agreement, to any affiliate that controls, is under control of or is under common control with the Resort, or to a successive owner of the Resort on the conditions that such assignee will assume all of the obligations of the Resort under the Membership Agreement, and such assignee shall have the same assignment right, subject to the same conditions.

### **Amendments**

The Resort reserves the right to amend or modify these terms from time to time. All such amendments are effective immediately upon providing notice to the Member with respect to such



amendments and apply to all Members, without any further action needing to be taken by the Member.

#### **Termination Under Consumer Protection Act (Ontario)**

The Resort cares about your rights under the Consumer Protection Act (Ontario) (the “**Act**”). Notwithstanding the provisions herein on cancelation and termination, the Member may cancel the Membership Agreement at any time during the period that ends ten (10) days after the Membership Benefits are available. The Member does not need to give the Resort a reason for canceling during this 10-day period. In addition, there are grounds that allow the Member to cancel the Membership Agreement. The Member may also have other rights, duties and remedies at law. For more information, the Member may contact the Ministry of Consumer and Business Services.

To cancel the Membership, the Member must give notice of cancellation to the Resort by any means that allows the Member to prove the date on which notice was given. The Member may use any address of the Resort that is on record with the Government of Ontario or the Government of Canada or is known by the Member. If the Member cancels the Membership, the Resort has fifteen (15) days to refund any payment the Member made.

#### **Law**

These terms shall be governed by and interpreted in accordance with Ontario law.

#### **Entire Agreement**

Membership and these terms constitute the entire agreement between the parties pertaining to the Membership and supersedes all prior communications, representations, or agreements, verbal or written, between the parties.

#### **Right to Cancel Membership Program**

The Resort may cancel the Membership program at any time. Upon cancelling the Membership program, the Member's only entitlement will be to a refund of the Annual Dues already paid by the Member pro-rated by the time remaining in the term. The Resort reserves the right to refuse or revoke Member Benefits in cases of misuse, unruly behavior, or failure to comply with the outlined terms.