

Mailing: 550 Beagle Road, Rockwood, PA 15557

Physical: 624 Humbert School Road, Rockwood, PA 15557

Email: admin@shamrocksportingclays.com



Clubhouse Manager: (814) 233-1768

Office: (814) 634-7451

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## Shamrock Whiskey and Cigar Bar, LLC Social Membership Application

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Last Name MI First

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Address City State Zip

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Birth Date Phone Email

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Emergency Contact Emergency Phone

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Employer Occupation

Are you a member of any other clubs? (Sportsman's Clubs, Country Clubs, Etc.)

- Yes      Please list clubs: \_\_\_\_\_  
 No

Were you referred by another member?

- Yes      Please list member: \_\_\_\_\_  
 No

Please list any beer, wine, or liquor preferences: \_\_\_\_\_

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**Signature**

Date

## Membership Agreement, Waiver, and Release

Please read carefully before signing.

**ALL MEMBERS MUST FILL OUT AND SIGN THIS RELEASE. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration for permission to participate in social activities at the facility operated by Shamrock Whiskey and Cigar Bar, LLC ("Shamrock") located at 624 Humbert School Road, Rockwood, PA 15557 (the "Facility"), intending to be legally bound, I, \_\_\_\_\_, hereby agree to the following: **Print Member Name**

1. Costs and Fees. I agree to pay all costs and fees when due (including without limitation all membership dues and Facility purchases and rentals) and to always keep my account current. Delinquent accounts may be subject to service charges and Members with delinquent accounts may be subject to suspension or termination of membership at Shamrock's sole discretion.

2. Rules and Regulations. I agree to abide by all posted rules and regulations, as amended by Shamrock in its sole discretion from time to time, including without limitation, the following:

- a) Reservations for meals are recommended and available on a first-come, first-serve basis. Please note that scheduled events take priority over individual reservations. Please call the clubhouse manager to make reservations.
- b) The Facility is open year-round. Please review Shamrock's website for Facility public and Member hours.
- c) Member may bring guests during Member only hours and Member only events.
- d) Each Member must be at least 18 years of age.
- e) Cigars are available for purchase at the bar but must be lit and smoked outside and disposed of properly.
- f) No outside alcohol is permitted on the premises, and no open alcoholic beverages may leave the premises.
- g) No alcohol will be served to anyone under 21 years of age..
- h) Shamrock has the right to refuse service to anyone at our discretion. Member and guests must respect the bartender's decision in doing so.
- i) Member and guests may not intentionally or negligently damage the Facility or cause injury to other Members, guests or Shamrock staff.
- j) Member and guests must be respectful of other Members, guests and Shamrock staff.

These rules and regulations are subject to change at the sole discretion of Shamrock. Members will be notified at their last known address or email of any changes made.

Violation of any rule or regulation issued by Shamrock may result in ejection from the Facility, suspension or termination of membership, and/or referral to law enforcement authorities.

ON BEHALF OF MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUBROGORS, AND ASSIGNS (COLLECTIVELY, "MY PARTIES"), I HEREBY FOREVER RELEASE, REMISE, AND DISCHARGE, AND COVENANT NOT TO SUE UPON, ANY AND ALL RIGHTS, DEMANDS, CLAIMS AND CAUSES OF SUIT OR ACTION, KNOWN OR UNKNOWN, WHETHER ARISING NOW OR IN THE FUTURE, THAT I HAVE NOW OR MAY HAVE IN THE FUTURE AGAINST SHAMROCK WHISKEY AND CIGAR BAR, LLC, BANSHEE FARMS, LLC, AND JASON SVONAVEC AND ANGELA SVONAVEC AND THEIR RESPECTIVE MEMBERS, OWNERS, ADMINISTRATORS, INSTRUCTORS, INDEPENDENT CONTRACTORS, OFFICERS, EMPLOYEES, ASSIGNS, AND AGENTS OF SUCH PARTIES, AS APPLICABLE (COLLECTIVELY, "SHAMROCK PARTIES"), FOR ANY AND ALL INJURIES, INCLUDING DEATH AND PROPERTY DAMAGE IN ANY MANNER ARISING IN ANY WAY OUT OF MY PARTICIPATION IN SHOOTING ACTIVITIES OR MY PRESENCE AT THE FACILITY, INCLUDING ANY CLAIMS AND CAUSES OF SUIT OR ACTION CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, ACTIONS OR INACTIONS OF THE SHAMROCK PARTIES. If, despite this Agreement, I, or anyone acting on my behalf makes a claim against any of the terms of this Agreement, I, OR THOSE ACTING ON MY BEHALF, AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE SHAMROCK PARTIES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE TERMS OF THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE SHAMROCK PARTIES OR OTHERWISE.

I hereby agree, on behalf of myself and My Parties, to indemnify and hold harmless the Shamrock Parties with respect to any and all claims (including any claims brought by me, by any of my personal representatives, successors or assigns, or by any third parties), losses, liabilities or damage (including, without limitation, damage to the person or property of others or the property of Shamrock Parties) and attorney's fees that arise out of or relate in any way to my act(s) or omission(s) in connection being present at the Facility. I am responsible and liable for any damages or injuries I cause to any property, person or entity while at the Facility.

I hereby authorize Shamrock to use my name, image, likeness, and voice, in any medium whatsoever, whether recorded photographically, digitally, on video or audio recordings, or otherwise, in connection with any and all promotional and educational materials of Shamrock, without compensating me for such use.

This Agreement constitutes the sole and entire agreement between Shamrock and me with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Shamrock Parties and me and our respective heirs, successors and assigns, as applicable. All matters arising out of or relating to this Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Somerset County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

This Agreement shall remain in full force and effect for all activities I engage in at the Facility at any time. I HAVE READ THIS AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS THAT I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE SHAMROCK PARTIES' FAULT, NEGLIGENCE, ACTIONS OR INACTIONS, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

GENERAL INFORMATION:

Please see Addendum A for membership benefits.

All membership fees are payable annually (May 1 to April 30) and are due May 1 of every year. Invoices detailing the following year's membership fees will be emailed to the address on file 30 days prior to the start of the new membership term.

Shamrock reserves the right to increase the fees for subsequent membership terms by notifying me in writing 30 days prior to the start of the new membership term at my last known address or email. I further understand that the membership fee is a non-transferable, non-refundable fee. I understand that in the event of a default of this Membership Agreement by the Member, Shamrock shall have the option to revoke my membership and all rights and privileges with no refund of any amount previously paid.

This membership application will be reviewed by Shamrock, and Shamrock reserves the right to decline the membership application in Shamrock's sole discretion, in which case all fees already paid by the applicant will be refunded in full.

I agree to abide by all rules, regulations and bylaws of Shamrock Sporting Clays, LLC. I have read, clearly understand, and am voluntarily signing this Membership Agreement, Waiver, and Release. I understand and agree that this membership will begin on the date that my membership is approved by Shamrock and will run continuously, renewing on an annual basis until terminated as provided for herein.

**Applicant Signature:** \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Shamrock Whiskey and Cigar Bar, LLC  
Application Approval Signature: \_\_\_\_\_

## ADDENDUM A - SOCIAL MEMBERS

As a Shamrock social member, you will receive the following:

- Access to Facility for Member and guest(s) during Member only hours
- Priority Facility reservations and priority walk-in seating during public hours
- Members receive first notice of public events
- Access to Member events for Member and guest(s)
- 10% discount on food and cigar purchases for Member and 1 guest at Facility
- Option to purchase an engraved liquor locker for \$100.00/year (subject to availability)
- Facility rental fee waived for 1 private event/year (\$1,500 value, subject to availability)

**The annual membership cost is five hundred dollars (\$500.00) per person.**

Please return this completed application and a check made payable to **Shamrock Whiskey and Cigar Bar, LLC** to:

**Shamrock Whiskey and Cigar Bar, LLC**  
**550 Beagle Road**  
**Rockwood, PA 15557**