

**OPEN STANCE ACADEMY PMA
(A Private Member Association)
MEMBERSHIP CONTRACT**

I, _____, for membership fee paid in hand, do hereby apply for membership in the OPEN STANCE ACADEMY PMA, a private member organization. With the signing of this membership agreement I/we accept the offer made to become a member of the OPENSTANCEACADEMY PMA and have read and agree with the following Declaration of Purpose from Article 1 of the OPEN STANCE ACADEMY PMA's Articles of Association.

1. This association of members hereby declares that our main objective is to maintain and improve the civil rights, constitutional guarantees, and political freedom of every member and citizen of the United States of America. We believe and affirm that the Constitution of the United States is one of the best documents ever devised by man, and the signers of the Declaration of Independence did so out of love for their country.

2. We believe that the First Amendment to the Constitution of the United States of America guarantees our members the right of free speech, petition, assembly, right to contract, and the right to gather together for the lawful purpose of advising and helping one another in asserting our rights under the federal and state constitutions and statutes. We strive to maintain and improve the civil rights, constitutional guarantees, freedom of choice in reward program and venue participation/s of every member of this Association.

IT IS HEREBY Declared that we are exercising our right of "freedom of association" as guaranteed by the First and Fourth Amendments of the U.S. Constitution and equivalent provisions of the various state constitutions. That means that our Association activities are restricted to the private domain only.

3. We declare the basic right of all our members to select spokesmen from our number who could be expected to give wisest counsel and advice concerning the need for golf instruction, teaching, coaching, or other mentoring assistance and to select from our number those who are most skilled to assist and facilitate the actual performance and delivery of that assistance.

4. We proclaim the freedom to choose and perform for ourselves the facility/ies and types of programs that we think best for addressing our particular golfing deficit/s and for achieving or maintaining the optimum level of performance. We proclaim and reserve the right to include health options that include, but are not limited to dietary, sports psychological, and cardiovascular programming practiced or used by any types of golf experts the world over, whether traditional or non-traditional, conventional or unconventional.

5. Specifically, the mission of our Association is to be the best at helping golfers achieve golfing success. Our vision is to simplify learning the game of golf so our customers can easily manage their improvement without worry or stress. We seek to be an admired faith-based organization by our customers and the wider World community by delivering quality educational opportunities, products, and services, meaningful advice based on Biblical principles, and convenient access tailored to meet their needs.

6. The Association will recognize any person (irrespective of race as we recognize all humans as one race – humanity, with varying colors, or religion) who is in agreement with these principles and policies as a member, and will provide a medium through which its individual members may associate for actuating and bringing to fruition the principles and purposes heretofore declared.

MEMORANDUM OF UNDERSTANDING

I understand that the fellow members of the Association that provide services and care, do so in the capacity of a fellow member and not in the capacity of a licensed golf professional or golf expert. I further understand that within the association no teacher-student relationship exists but only a contract member-member Association relationship. In addition, I have freely chosen to change my legal status as a public golf student, customer, or client to a private member of the Association. I further understand that it is entirely my own responsibility to consider the advice and recommendations offered to me by my fellow members and to educate myself as to the efficacy, risks, and desirability of same and acceptance of the offered or recommended diagnosis, treatment, programming, or other information is my own carefully considered decision. Any request by me to a fellow member to assist me or provide me with the aforementioned diagnosis, treatment, programming, or other information is my own free decision in an exercise of my rights and made by me for my benefit, and I agree to hold the Trustee(s), staff and other working members and the Association harmless from any unintentional liability for the results of such care, except for harm that results from instances of clear and present danger of substantive evil as determined by the Association, as stated and defined by the United States Supreme Court. The Trustees and members have chosen John Wright as the person best qualified to perform services to members of the Association and entrust him to select other members to assist him in carrying out that service.

In addition, I understand that, since the Association is protected by the First and Fourteenth Amendments of the U.S. Constitution, it is outside the jurisdiction and authority of Federal and State Agencies and Authorities concerning any and all complaints or grievances against the Association, any Trustee(s), members, or other staff persons. All rights of complaints or grievances will be settled by an Association Committee and will be waived by the member for the benefit of the Association and its members. Because the privacy and security of membership records maintained within the Association which have been held to be inviolate by the U.S. Supreme Court, the undersigned member waives HIPAA privacy rights and complaint process. Any program or personal records kept by the association will be strictly protected and only released upon written request of the member. I agree that violation of any waivers in this membership contract will result in a no contest legal proceeding against me. In addition, the Association does not participate in any insurance, discount, or collections on behalf of the member but will provide a suitable invoice for the member to pursue reimbursement by his/her insurance company, if applicable.

I agree to join the Association, a private membership association under common law, whose members seek to help each other achieve better golf outcomes and live a longer, good quality golfing life.

I understand that the instructors, teachers, coaches, mentors, and other providers who are fellow members of the Association are offering me advice, services, and benefits that do not necessarily conform to conventional golfing programs. I do not expect these benefits to include on-call coverage, medical care, or the usual and customary service provided by most golf experts. I will receive such primary and specialist services elsewhere. I fully understand that the benefits I receive from the Association might or might not be covered by any durable, private covenant and not at all by any and all public version of such.

As a member, I accept the goals of helping my body function better and choosing techniques that are both very safe and have a reasonably good chance to succeed, realizing that no diagnostic technique or treatment is foolproof. If I choose to forego drills, sections, or programs that have been recommended to me by others, I fully accept the risk that I might suffer serious consequences from that choice. Other aspects of informed consent will take place in my discussions with the providers and my fellow members of the Association.

My activities within the Association are a private matter that I refuse to share with the PGA of America, any PGA Professional, Section, Chapter, or club without my expressed specific permission. All records

and documents remain as property of the Association, even if I receive a copy of them. I fully agree not to file a malpractice or liability lawsuit against any member of the Association, unless that member has exposed me to a clear and present danger of substantive evil. I acknowledge that the members of the Association do not carry malpractice or liability insurance.

I enter this agreement of my own free will or on behalf of my dependent without any pressure or promise of service. I affirm that I do not represent any State or Federal agency whose purpose is to regulate and approve products. I have read and understood this document, and my questions have been answered fully to my satisfaction. I understand that I can withdraw from this agreement and terminate my membership in this association at any time. These pages and Article I of the articles of association of the Association consist of the entire agreement for my membership in the Association and they supercede any previous agreement.

I understand that the membership entitles me to receive those benefits declared by the Trustee(s) to be "general benefits" free of further charge. I agree to pay as levied those benefits that I receive that are declared by the Trustee(s) to be "special assessments", per Fee Schedule, and as may or may not be created by and voted on by the Board and its members.

I enclose the sum of \$1.00 as consideration for my one-time lifetime membership contract, said term beginning with the date of the signing of this contract, and by these presents do hereby certify, attest, and warrant that I have carefully read the above and foregoing OPEN STANCE ACADEMY PMA's Contractual Application for Membership and I fully understand and agree with same.

IN WITNESS WHEREOF I set my hand this _____ day of _____, 2023.

Member's Name (Please Print Legibly) **(and name of legal guardian if applicant is under 18 years)**

Member's Signature **(and signature of legal guardian if applicant is under 18 years)**

Member's Address and Phone #:

Street Address City State Zip Code

Home/Work/Cell #s email address

OPEN STANCE ACADEMY PMA

By: _____

Approved and accepted this _____ day of _____, 20____.