

FORM CLARIFIES GUEST PRIVILEGES

CLUBS permitting public play, although primarily private membership clubs, often have a puzzling legal problem in connection with the possibility of suits arising from the play of non-members. George F. Kaufman, attorney of Kingston, N. Y., has devised a copyright form, reproduced in part on this page, that provides protection against unpleasant and costly contingencies. How the form happened to be developed and what it is designed to accomplish is told you by Kaufman:

In June, 1930, I became chairman of the green-committee of the Rip Van Winkle GC at Palenville, N. Y., and assumed full supervision of its golf course. For a time I hobbled along with a handed-down green-fee system that dated back to no one knew when. As time went on, I became convinced not only that the so-called system was deficient in many respects, but that it exposed the club corporation to a possible damage claim every time a green-fee player went on the course. I always intended to do something about it, but like most golf club officials, I was busy with my own affairs and let it go.

One day a green-fee player on a neighboring course had an eye put out by a

driven ball; within a few days thereafter we had two players similarly injured, but not so seriously, on our own course. Those accidents brought me out of my lethargy and I sat down and devised a system of my own, based upon my own experience, golf-wise and legal-wise.

In place of the old green-fee register, I substituted a golf privilege agreement by the terms of which the prospective player made written application to the club corporation for the privilege of playing golf upon its private course and such privilege was granted by the corporation to him upon a certain definite condition, one of which was (see No. 5), that the corporation should not be liable for any personal injury, property loss or damage suffered or sustained by him in any manner or from any cause whatsoever while upon the corporation's property. It is my opinion and that of every lawyer with whom I have discussed the matter, that this agreement is legally sound and that

GOLF PRIVILEGE AGREEMENT

The undersigned hereby requests of (Name of Golf Club Corporation) the privilege of playing golf upon its private golf course at (Location of Course) on the date hereafter specified, and said privilege is hereby granted by said Corporation to the undersigned, upon payment of the prescribed greens fee, and upon the following conditions and agreements to which the undersigned hereby expressly consents:

1. That such privilege shall be personal to the undersigned and shall not be transferable.
2. That the time for the exercise of such privilege shall be limited strictly to the date hereafter specified.
3. That the undersigned shall at all times while upon said golf course conspicuously display upon his golf bag or clothing the greens fee tag issued by the Corporation to him upon the granting of such privilege and shall freely permit the same to be inspected by any officer, member or employee of the Corporation at any time.
4. That the undersigned shall fully comply with all rules and regulations of the Corporation while upon its property.
5. That the Corporation shall not be liable for any personal injury, property loss or damage suffered or sustained by the undersigned in any manner or from any cause whatsoever while upon the Corporation's property.
6. That the Corporation reserves and shall have the unrestricted right to revoke and annul such privilege at any time without assigning any cause therefor, upon tendering to the undersigned the greens fee paid by him.

THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE FOREGOING AGREEMENT AND HAS ALSO EXAMINED ALL OF THE ENTRIES WHICH APPEAR OPPOSITE HIS SIGNATURE HEREAFTER AND FOUND THE SAME TO BE IN ALL RESPECTS CORRECT.

TAG NO.	DATE	SIGNATURE AND ADDRESS OF APPLICANT	GREENS FEE PAID	RECEIVED BY

Use of this copyrighted form is said to prevent costly lawsuits should guests be injured while on club property.

a green-fee player who accepts the privilege of playing golf upon a private golf course subject to these conditions is bound by them.

The first year this system was used at the Rip Van Winkle club, green-fee jumped 36%. Much of this increase was due to the general business improvement, but a considerable part of it was undoubtedly due to the fact that by virtue of the new system we collected almost 100% of the fees to which we were entitled, whereas the old system leaked like a sieve.

Form May Not Be Protection for Fee Courses

The form is not intended for use by public fee courses, for there is grave doubt in my mind that it would be held by the courts to protect those courses which solicit public patronage and are more or less in the nature of places of public amusement. It is intended for use by club corporations which own their own courses and operate them principally for their own members, but which permit strangers to play upon request and upon payment of the usual fee.

The legal principals which apply to the green-fee situation of private membership golf club corporations are elementary. Its golf course is its own private property. It may grant or withhold the privilege to use that property at will. If it does grant such privilege it may grant it upon any conditions it sees fit to impose. The applicant for the privilege is at liberty to refuse it upon those conditions and walk away, but if he does accept the privilege upon such conditions he is bound by them.

Under the old system a stranger came to a golf club, signed his name on an almost blank page in a book, received a tag or receipt and went out to play. What were his rights and duties and what were the rights and responsibilities of the club corporation? Certainly some legal relationship existed, but what? If the player made a nuisance of himself, what could be done about it? If he injured someone else or was himself injured by a driven ball or otherwise, what was the club's responsibility? If any one of the hundred and one things that could and did happen on golf courses and in club houses and locker houses did happen to that green-fee player, what was the answer? Only the courts could tell and their answer was certain to be expensive.

By the new system I sought to remove from the legal relationship between the

club and the green-fee player this element of uncertainty, by making such relationship a matter of definite legal contract so clearly expressed that no one could misinterpret it. No longer did the club corporation grant to a stranger an unconditional and unrestricted license to use its private property. No longer did it assume the responsibility of such an unconditional grant. Instead it said to the green-fee player, as it had a perfect legal right to say: "We will grant to you the privilege to use our private property, which you ask, but we will grant it to you only upon these definite conditions: (1) Non transferability; (2) Time limitation! (3) Subjection to our observations and inspection; (4) Subjection to our rules and regulations; (5) Immunity to us from liability for personal injury and property loss and damage; (6) Revocability by us at will. You are at perfect liberty to reject these conditions and go away, but if you do accept them, we shall hold you to them."

In other words, the situation which I have tried to cover was that of the private golf club corporation and not that of the public course. You will readily see that the situation of the former class of organization is quite different from that of the public course which solicits green-fee play and holds itself out as the operator of a place of public amusement. While it is quite possible that the agreement would be held effective in the case of a public fee course, there would be more chance that it would not than in the case of the private club.

HENRY COTTON, after four years as pro in Belgium at Waterloo GC, Brussels, began his duties at Ashridge GC, Hertfordshire, England, on January 1, which makes him eligible to play for Great Britain against the U. S. in the next Ryder cup series. At his new post, Cotton has been given a finely appointed shop and a special "coaching hut" (as the over-seas golfing magazines put it), since Cotton plans to concentrate on instruction.

Hoare in Florida—Willie Hoare, veteran pro and salesman, has moved from Chicago to Florida-de-Leon apts., 130 Fourth ave., St. Petersburg, Fla. Willie has been invalidated for two years but is putting up a grand battle to regain his health. He has a host of friends in golf and if the fellows knew how he enjoys hearing from them, they'd promote a stamp and get writing.