



# TENNIS AND SWIM CLUB

## MEMBERSHIP APPLICATION

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Spouse: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Other phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Business Name: \_\_\_\_\_ Business Address: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Children: Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\*Referral/Sponsor: \_\_\_\_\_

\*Refer a new member and get a free month of dues. No limit on referrals. Please make sure your referral puts your name as a sponsor on the membership application.

Your Membership to Forest Lake Tennis and Swim Club (the "Club") includes access to all indoor facilities, outdoor courts with no additional court fees, and the outdoor swimming pool.

**FULL CLUB MEMBERSHIP** (Please select desired Membership Category)\*

\_\_\_\_ Individual: \$38 + tax/payable monthly - 12 months of the year

\_\_\_\_ Family: \$45 + tax/payable monthly - 12 months of the year

\_\_\_\_ Junior: \$31 + tax/payable monthly - 12 months of the year

\_\_\_\_ \*\*Silver Saver Individual: \$34 + tax/payable monthly - 12 months of the year

\_\_\_\_ \*\*Silver Saver Family: \$38 + tax/payable monthly - 12 months of the year

\_\_\_\_ Family Pool-Only: \$470 + tax ^MUST BE PREPAID

\_\_\_\_ Pickleball-Only: \$25 + tax per month (\$35 + tax per month for a family membership) ^NO ANNUAL COMMITMENT

\_\_\_\_ \*Billed monthly (doesn't apply to Family Pool-Only or Pickleball-Only) \_\_\_\_\_ Billed Annually

\*A \$175 deposit and one month dues, paid in advance, is required when the Club if choosing the monthly billing. Upon termination of your membership after the minimum 12-month commitment, the deposit will be applied to any outstanding balance due on the accounts and the remainder will be refunded to you.

\*\*Age 60 years and over (both members need to be 60 or over for Family Silver Saver Membership)

Membership includes access to ALL indoor/outdoor courts, as well as outdoor pool.

Members are responsible for all court and other charges to their accounts. Club charges will be automatically charged to your credit card on the 20<sup>th</sup> day of the following month. To have an open Forest Lake account, credit card must be on file.

Cardholder's Name: \_\_\_\_\_ Visa  MasterCard

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby apply for membership in the Club. I understand that this application is subject to review and approval of the Club management and in no way guarantees membership to the Club. If accepted, I agree that I and any family members or guests will abide by the Club's policies. I hereby acknowledge that the affairs of the Club are managed exclusively by Forest Lake Tennis Club Inc. and its Board of Directors.

I understand and agree that this application is subject to acceptance by the Club, at its sole discretion, and that if accepted, I (as an individual) or my spouse and children under the age of twenty-one (21) years (if a family membership) shall have the right to use and enjoy the facilities of the Club in accordance with its by-laws, rules, policies, and regulations now in effect or as may be hereafter amended by the Club. I have reviewed and agree to abide by Club Policies, including but not limited to the Rules and Regulations, Guest Privileges, Member Account, Automatic Renewal and Membership Termination, Assumption of Risk and Release of Liability, Emergency Care and Transportation, and Marketing and Media Release provisions, attached to this Application. I further understand that the Club reserves the right to cancel my membership and reservation of any and all members for any reason, in the discretion of the Club, without liability of any kind to the Club except for the return of fees paid for the cancelled portion of such membership or reservation.

**Automatic Renewal Term:** Membership requires a 12-month commitment and renews **automatically**. After the initial term, this membership commitment will be deemed renewed automatically for an additional 12-month term (an Automatic Renewal Term). The Member must notify the Club **in writing** if they do not intend to renew the membership 30 days prior to the annual renewal date. Annual renewal dates occur on the membership anniversary date. Membership fees are non-refundable. Memberships are neither transferable nor assignable.

Primary Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Spouse Signature \_\_\_\_\_ Date: \_\_\_\_\_



# TENNIS AND SWIM CLUB

### Rules and Regulations:

1. Seasonal reserved court times and lessons may not be canceled, nor are they transferable, except as may be expressly permitted by Club Rules/policies.
2. Random Court bookings must be canceled 24 hours in advance. After such time, the member will be charged unless the court time can be sold to another Member. "No Shows" will automatically be charged to Member account.
3. Proper tennis attire, including proper shoes, at the discretion of the Club, is required on tennis courts.
4. Dues may be increased or decreased by the Club at any time upon 30 days' written notice to the Members. Rate and Policies may be modified by the Club at any time without notice and are posted at the front office for examination by Club Members.
5. Written notice must be received by the Club 30 days prior to the membership anniversary date for membership cancellation. Otherwise, membership is automatically renewed for an additional 12-month commitment.
6. Court time requests are subject to prior seasonal reservations.
7. Proper swimming attire, at the discretion of the Club, is required at the pool. Other specific pool regulations are posted at the pool.
8. Proper conduct, at the discretion of the Club, is required from all members and their guests at the Club.
9. Members and guests are expected not to misuse or mistreat the facility and/or equipment.
10. The Club shall not be responsible for items lost or stolen from lockers or on premises.
11. Members and their guests are expected to engage in proper court etiquette (e.g., no inappropriate language or distracting noises) and to relinquish courts promptly at the end of their scheduled play time. Players may be charged for extra time on the court. Food is not permitted on the courts.
12. Any children under the age of ten (10) must be supervised at all times while on Club property.
13. No food, drink, or alcoholic beverages may be brought onto Club premises.
14. Courts are for the express purpose of playing or practicing tennis (except pickleball may be played on the outdoor courts marked for such purpose) and written approval must be obtained for any other purpose.
15. The Club may not be used for any commercial purposes without the prior written consent of the Club, in its sole discretion.
16. Participation in leagues, lessons, clinics, or academies is subject to the sole discretion of the Club or the person/entity/academy organizing such activity.
17. Except for Club-sponsored lessons, clinics, academies and events, capacity on each court is limited to the number of players necessary for doubles.
18. The Club is not responsible for the actions or activities of contractors or academies providing services at the Club.
19. Smoking, vaping, and/or the use of tobacco products on the Club property is prohibited.
20. Members should immediately notify the Club of any facility problem or inappropriate conduct or activity so that the Club may address any such issue.

INITIAL: \_\_\_\_\_ SPOUSE INITIAL: \_\_\_\_\_

### Guest Privileges:

Members may invite guests to use the facilities of the Club with the member. Our guest privileges allow any individual guest up to a total of three visits per season with a Member. This will allow three visits per guest from September to May in addition to three visits during the summer. Please register all guests at the front desk before commencing play or activities. There will be a guest charge per guest, per visit. Members are responsible for their guests while at the Club which includes any charges which the guest does not pay.

INITIAL: \_\_\_\_\_ SPOUSE INITIAL: \_\_\_\_\_

### Member Account:

Charges to Member's account for goods or services will be on a credit or open account basis, and you must use your Club number when signing for either. Statements will be issued monthly. A finance charge of 21.6% annually will be applied to all accounts delinquent more than 30 days from the billing date. A 1.8% per month charge will be added to all accounts 30 days past due and over. Accounts delinquent for 45 or more days are subject to having charge privileges suspended or other actions, up to termination, at the discretion of the Club.

INITIAL: \_\_\_\_\_ SPOUSE INITIAL: \_\_\_\_\_

### Automatic Renewal and Membership Termination:

The Club reserves the right, at any time, to terminate this membership for any reason upon written notice sent to the Member's last known address as reflected on the records of the Club. If termination occurs because of the Member's non-payment of accounts, all sums paid by the Member to the Club shall be forfeited and any sum owing from the Member to the Club shall become immediately due and payable. **Membership requires a 12-month commitment and is automatically renewed on the membership anniversary date. After the initial term, this membership commitment will be deemed renewed automatically for an additional 12-month term (an Automatic Renewal Term). The Member must notify the Club in writing, 30 days prior to membership anniversary billing date, if they do not intend to renew the membership.** Membership fees are non-refundable. Memberships are neither transferable nor assignable.

INITIAL: \_\_\_\_\_ SPOUSE INITIAL: \_\_\_\_\_

### Assumption of Risk and Release of Liability:

To induce management of the Club to accept this application, the applicant and his/her spouse, for themselves and for their children, waive, release, discharge, and covenant not to sue the Club, its owners, employees, contractors, and/or management, and agree that neither the Club, its management, nor its owners or contractors shall be liable for any bodily injury, death, loss or damage to a member's person or property, or to the person or property of any guest or invitee of Members, occurring during, or arising from, activities at the Club of from physical and other conditions existing at the Club at the time of such injury or damage. Applicant, his/her spouse and their children, and their invitees or guests, fully assume all responsibility and risk of bodily injury, death, or property damage incident to activities engaged in and conditions existing at any time at the Club.

For purposes hereof, the term "Member" shall mean applicant, applicant's spouse, and their children, and applicant and his/her spouse warrant and represent that they are parents or legal guardians of all children listed on the face of this application. Applicant agrees to advise her/his invitees and guests of this disclaimer and assumption of risks. Guests are required to sign a policies agreement and liability waiver prior to admission to the Club. To further induce the management if the Club to accept this application, the applicant and his/her spouse, if applicable hereby agree and covenant to indemnify and hold harmless the management of the Club and any owner of the Club and their respective officers, agents, and/or employees from any and all damages, claims, and expenses, including attorney's fees, arising from or incident to the use and enjoyment by applicant, his/her spouse, children, guests or invitees on or about the premises of the Club.

I understand that there are possibilities of injury or other complications, including but not limited to musculoskeletal injuries, cardiovascular trauma, neurological impairment, heart attack and even death, which may occur while using the Club facility. I hereby assume all risks associated with my participation in the programs and activities at the Club.

INITIAL: \_\_\_\_\_ SPOUSE INITIAL: \_\_\_\_\_

### Emergency Care and Transportation

As a Member, or as the parent of a Member under 18 years of age, I consent in case of emergency or sickness to emergency medical care provided by ambulance or hospital personnel and responsibility including the cost thereof, for any such emergency medical care or ambulance costs. I understand that any time I may view this Release of Liability by requesting a copy from the Club. If, at any time, due to circumstances as an injury or sudden illness or other unforeseen emergency, and medical treatment is necessary, I authorize the Club to take whatever emergency measures deem necessary for the protection of myself, my spouse, or my child in their care. I understand that a natural or deliberate disaster or emergency may result in the need for me, my spouse, or my child to be transported to another location for safety.

INITIAL: \_\_\_\_\_ SPOUSE INITIAL: \_\_\_\_\_

### Marketing and Media Release

On behalf of myself and my children, I hereby grant to the Club and its successors and assigns, in perpetuity, the irrevocable right, with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature: (1) my appearance at the Club; (2) my name, likeness, signature, voice, sounds, biographical data, testimonials, and/or any other information or material secured by the Club in connection with my appearance at the Club; and (3) my contact and personal information. I agree that the Club shall have the right to the foregoing, for their own account, throughout the universe and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Club's use of the foregoing.

INITIAL: \_\_\_\_\_ SPOUSE INITIAL: \_\_\_\_\_

By my signature, I acknowledge that I have read, understand, and agree to the terms, conditions, definitions, and clauses contained herein. I also acknowledge and agree that I and any family members will abide by the the Club's policies and procedures.

Primary Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Spouse Signature: \_\_\_\_\_ Date: \_\_\_\_\_