



## 2019 MEMBERSHIP APPLICATION & AGREEMENT

### MEMBERSHIP TYPE

ALL-INCLUSIVE	Old Trail Resident	Non-Resident
Individual	<input type="checkbox"/> \$370.00	<input type="checkbox"/> \$415.00
2-Person	<input type="checkbox"/> \$510.00	<input type="checkbox"/> \$550.00
3-Person	<input type="checkbox"/> \$630.00	<input type="checkbox"/> \$712.00
Family	<input type="checkbox"/> \$750.00	<input type="checkbox"/> \$875.00
DAILY FEE	Old Trail Resident	Non-Resident
	<input type="checkbox"/> \$150.00	<input type="checkbox"/> \$250.00

### APPLICANT INFORMATION

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Marital Status:  Single  Married

### SPOUSE INFORMATION *(If included in membership category selected)*

Name (Please Print) \_\_\_\_\_

Cell Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

### CHILD INFORMATION *(If included in membership category selected. Children must be under the age of 18 and share permanent residence with the applicant, or be enrolled full-time in school or the military.)*

1) Name (Please Print) \_\_\_\_\_ Birthdate \_\_\_\_\_

2) Name (Please Print) \_\_\_\_\_ Birthdate \_\_\_\_\_

3) Name (Please Print) \_\_\_\_\_ Birthdate \_\_\_\_\_

4) Name (Please Print) \_\_\_\_\_ Birthdate \_\_\_\_\_

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**\*PLEASE MAKE CHECKS PAYABLE TO: OLD TRAIL SWIM CLUB, LLC\***

**OFFICE USE ONLY:**

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Paid by cash, check (list check #) or Credit Card (last 4 Digits) : \_\_\_\_\_



## **APPLICATION ACKNOWLEDGMENT**

The undersigned acknowledges and agrees by submitting this Application he/she is applying for Membership in Old Trail Swim Club (the “Club”). The undersigned acknowledges and agrees that selection for membership in the Club is subject to the Club’s approval, including but not limited to any required background check or other inquiries into the applicant’s qualifications to be a Member in the Club.

The undersigned acknowledges and agrees that: (i) all applications for membership in the Club are subject to approval by the Club in its sole discretion; (ii) I have received and read a copy of the Club’s Rules & Regulations, which may be amended by the Club in its sole discretion from time to time (“**Rules**”); and (iii) if I am approved for Membership, my spouse, family members, invitees, guests and I all shall be bound by the terms and conditions of the Club Rules and all procedures adopted by the Club, all as may be amended from time to time.

I understand and acknowledge that by obtaining a membership at Old Trail Swim Club, I will obtain a non-exclusive revocable license to use the facilities with benefits in accordance with my classification of membership.

I understand and acknowledge that the Rules place numerous limitations on membership in the Club and that my membership, if accepted, will be subject to all such restrictions and limitations, including the Club’s right to terminate my membership. I ACKNOWLEDGE THAT THE TERMS AND CONDITIONS OF MEMBERSHIP ARE SET FORTH EXCLUSIVELY IN THE RULES AND MY MEMBERSHIP AGREEMENT, AND THAT THE TERMS AND CONDITIONS STATED IN THOSE DOCUMENTS SUPERSEDE ANY AND ALL PROMISES, STATEMENTS, REPRESENTATIONS, OR WARRANTIES MADE DIRECTLY OR INDIRECTLY TO ME, VERBALLY OR IN WRITING, REGARDING MEMBERSHIP. I ACKNOWLEDGE RECEIPT OF THE CLUB’S RULES DATED APRIL 1, 2019.

## **AGREEMENT FOR MEMBERSHIP**

I/We, the undersigned, hereby agree to become a Member of Old Trail Swim Club (the “Club”) for the right and a license to use the Club Facilities available in my category of membership pursuant to the terms of this Membership Agreement, including any addendum to this Agreement and the Rules (as defined below). I agree to pay any and all Fees, Dues and Charges, subject to the provisions set forth in this Membership Agreement and in the category of membership set forth below. Terms not defined in this Membership Agreement shall have the meaning set forth in the Rules, as may be amended from time to time.

**I have received and read a copy of the Rules. I agree for myself and for my family members, invitees and guests to be bound by the terms and conditions of the Rules and all procedures adopted by the Club, all as may be amended from time to time. I ACKNOWLEDGE THAT THE TERMS AND CONDITIONS OF MEMBERSHIP ARE SET FORTH EXCLUSIVELY IN THIS MEMBERSHIP AGREEMENT AND THE RULES (which may be amended by the Club from time to time), AND THAT THE TERMS AND CONDITIONS STATED IN THESE DOCUMENTS SUPERSEDE ANY AND ALL PROMISES, STATEMENTS, REPRESENTATIONS, OR WARRANTIES MADE DIRECTLY OR INDIRECTLY TO ME, VERBALLY OR IN WRITING, REGARDING MEMBERSHIP.**

## **DUES, FEE AND OTHER CHARGES**

I understand that membership is subject to payment of Dues, Fees and other charges as the Club may establish, all of which are subject to change from time to time. I agree to pay all Dues, Fees and other charges on or before the due date thereof. I understand that either violation of Club Rules or delinquency in paying any amounts due to the Club may result in suspension and/or termination of my membership privileges. In the event my membership is expelled or terminated, any and all rights I have in the membership shall be terminated.

I agree to be responsible for all charges incurred by my family and guests while using the Club. I further agree that



if I am delinquent in paying any amounts due to the Club, the Club shall be entitled to recover from me all costs and expenses that it incurs in attempting to collect the past due amounts, including attorneys' fees and court costs, whether or not suit is filed.

I understand and acknowledge that the Club will require that I provide a valid credit card that will be automatically charged by the Club for any and all unpaid or delinquent obligations owed to the Club, including Dues, Fees and other charges incurred for my membership. I agree to provide the Club with any and all information required to establish such automatic payments, and to keep such information current. I expressly authorize the Club to charge my credit card for such Dues, Fees and other charges.

### **RESIGNATION AND TERMINATION**

I understand that the membership term is for the entirety of the 2019 Swim Season, Memorial Day – September, and may not be cancelled or resigned by my request prior to the conclusion of the Swim Season period. At the conclusion of the 2019 Swim Season, I understand that my membership and all privileges associated with it will be terminated. I understand and acknowledge that the Club may terminate or recall my Membership at any time for any or no reason.

I understand and acknowledge that my Membership is non-transferable. Any prepaid dues will not be refunded to me under any circumstance. I understand that this Membership Agreement provides only a revocable non-exclusive license to use the Club Facilities and services, and that I am not entitled to any equity or assets of the Club, ownership rights, voting rights, or any other form of ownership or control of the Club or its owners resulting from this agreement.

### **RELEASE AND INDEMNITY AGREEMENT**

This Old Trail Swim Club Acknowledgement and Release (the "Release") is by and between the undersigned individuals (the "Members") and Old Trail Swim Club, LLC, and March Mountain Properties, LLC (the "Owner").

In consideration of being permitted access to the pool owned by the Owner known as the Old Trail Swim Club (the "Pool"), the undersigned acknowledges that release is granted to the Owner, its agents, employees, directors, certificate holders, independent contractors and successors, Old Trail Golf Club and Real Property, Inc. from all liability claims, causes of action, demands and indebtedness of every kind and nature relating to use of the swimming pool and pool area. This release and indemnity agreement is a contract with legal consequences. The undersigned acknowledges they have carefully read and fully understand before signing.

In consideration of being permitted access to the Pool, the undersigned does hereby agree to indemnify and hold harmless the Owner, its agents, employees, directors, certificate holders, independent contractors and successors, Old Trail Golf Club and Real Property, Inc. from all liability claims, causes of action, demands and indebtedness of every kind and nature relating to use of the Pool.

The undersigned does hereby make the following acclamations:

1. I am at least 18 years of age.
2. I understand that a swimming pool is hazardous to those persons who have not been trained to swim or whose condition renders them unable to swim capably, and that the fence (including the locked gate) has been placed around the swimming pool in order to prevent such persons from having access to the swimming pool.
3. I will not allow anyone else to use my pool pass in order to gain access to the swimming pool, nor will I allow any minor to use my pass in order to gain access to the swimming pool.



4. I will not assist anyone in gaining access to the swimming pool unless he or she has signed a release such as this Release.
5. I agree to abide at all times by the rules and regulations as detailed in this agreement and fully understand that failure to do so may result in revocation of pool privileges and that my membership may be cancelled at any time. I further agree that revocation of my pool privileges or cancellation of my membership may or may not entitle me to a refund of any membership dues paid.
6. I understand that I am signing this Release on behalf of those members of my household under the age of 18, as well as on behalf of any guests that may be invited by me to the Pool.

I execute this Release on behalf of myself, my estate, heirs, executors, administrators and assigns, as well as my dependents under the age of 18 who may or may not access the pool under my membership. I expressly agree that this Release is intended to be as broad and inclusive as permitted and that if any portion of this Release is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

#### **ACKNOWLEDGMENTS**

I have inspected all documents and obtained all information that I believe necessary to my decision to execute this Membership Agreement. I further acknowledge that I am not relying on any oral representations in acquiring this use privilege.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to use is undertaken with knowledge of possible risk of injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or involved in any event or activity incident to use of the Club. In accepting the risk of injury, I hereby expressly release the Club and its owners, directors, officers, members, employees and agents from any and all loss, cost, claims, injury, damages or liability sustained or incurred by myself and any guests resulting from or arising out of any conduct or event connected with the Club and use of any of the Club Facilities.

I hereby give the Club my express written permission to contact me at each number, mailing address and/or email address I provided to the Club.

I acknowledge that the Club reserves the right, in its sole and absolute discretion, to terminate memberships in the Club, to discontinue operation of any or all of the Club Facilities, to sell or otherwise dispose of the Club Facilities in any manner, and to make any other changes to the terms and conditions of membership or use of the Club Facilities.

Upon the occurrence and during the continuance of any default or breach by me of any obligation under this Agreement, the Rules or applicable law, including but not limited to my failure to timely pay any amounts due to the Club, the Club will have certain additional rights and remedies under the Rules, including, without limitation, the right to suspend or terminate my use privileges and to terminate my Membership.

I agree that the Club may, in its sole discretion, revoke this Agreement and my license to use without cause or advance notice

#### **PHOTOGRAPHY RELEASE**

I hereby consent and authorize Old Trail Swim Club (and their respective owners, directors, partners, officers, operators, employees and other agents) to copyright, use and publish any images in any format taken of me, and/or my family and/or guest(s) while utilizing club facilities or attending club events. I understand these images may be used for a variety of purposes and may appear on the Club website, in the Club newsletter, for promotional materials or any other media now known or to be developed.



I also understand that Old Trail Swim Club or any entity authorized by Old Trail Swim Club will use the images exclusively for Club-related purposes and not for any other commercial gain. Because anyone can download an image from the Internet or make copies from printed materials, I also agree that Old Trail Swim Club is not responsible for unauthorized use of the images, and I am aware that I am not entitled to any compensation and that the images may appear with or without my name. By signing below, I acknowledge that I have read and understand this release.

**I HEREBY ACKNOWLEDGE THAT I AM BECOMING A MEMBER FOR THE SOLE PURPOSE OF OBTAINING BENEFITS TO THE RECREATIONAL USE OF THE CLUB FACILITIES NOT AS AN INVESTMENT OR FOR ANY ECONOMIC PROFIT.**

This Membership Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by the undersigned and the Club. Notwithstanding the foregoing, the Rules will be amended unilaterally by the Club from time to time as provided herein. This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Virginia without giving effect to principles of conflicts of law.

*By signing below, I acknowledge the foregoing membership terms.*

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Spouse's Signature (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

This Membership Agreement shall not be binding on the Club until the acceptance below is signed, and, if accepted, is subject to the terms and conditions stated herein and in the Rules.

**APPROVED AND ACCEPTED: OLD TRAIL SWIM CLUB**

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_