

CAÑON SWIM AND TENNIS CLUB

A Subsidiary of Fairfax Parlor #307, Native Sons of the Golden West
A California Non-Profit Corporation
135 Mitchell Drive - Fairfax, California 94930
(415) 457-7766

MEMBERSHIP APPLICATION

Last Name: _____ First Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Residence Tel. _____ Business Tel: _____

E-mail Address: _____

If Couple Membership or Family Membership:

Spouse's Last Name: _____ First Name: _____

The following are my dependents under age 23 residing at my home or at a college, university or other educational institution:

1. _____ Date of Birth: _____

2. _____ Date of Birth: _____

3. _____ Date of Birth: _____

4. _____ Date of Birth: _____

I/We have read and understand the Membership Agreement, a copy of which is attached hereto and incorporated herein, and agree to be bound by the terms and conditions thereof as well as all present and future Rules and Policies of Cañon Swim and Tennis Club. I/We further warrant the truth of my/our answers to this application.

I/We understand that this membership is continuous and requires no annual renewal fee. If I/We decide to cancel my/our membership I/We will provide the club with thirty (30) days written notice and return my/our membership card(s).

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

APPROVED AND ACCEPTED:

Fairfax Parlor #307, Native Sons of the Golden West, a California non-profit corporation, dba Cañon Swim and Tennis Club

By _____

CAÑON SWIM AND TENNIS CLUB
MEMBERSHIP APPLICATION

MEMBERSHIP TYPE:

Full Club Membership _____

Single _____ Family _____ Initiation Fee: \$ _____

Annual Swim Membership _____ Beginning ____/____/____

Single _____ Family _____ Fee: \$ _____

Seasonal Swim Membership (From ____/____/____

to ____/____/____

Single _____ Family _____ Fee: \$ _____

Monthly Swim Membership

Single _____ Family _____ Dues: \$ _____

Pro-rate of Monthly Dues for Partial Month, If Applicable \$ _____

Monthly Dues of \$ _____ per month for _____ months

from _____ through _____ \$ _____

TOTAL \$ _____

LESS DEPOSIT (Initiation Fee plus One Month's Dues) \$ _____

BALANCE DUE \$ _____

Right to cancel: AN APPLICANT IS PERMITTED TO CANCEL THIS MEMBERSHIP AGREEMENT UNTIL MIDNIGHT ON THE THIRD OPERATING DAY FOLLOWING THE DATE THE MEMBER SIGNED THE MEMBERSHIP APPLICATION. During this time period, a member may cancel this Membership Agreement by notifying Cañon Swim and Tennis Club in writing and mailed or delivered within such time period to 135 Mitchell Drive, Fairfax, CA 94930. If a membership is so canceled, any payments made by such member, less a user fee of \$5 per day per person of actual use, will be refunded within 15 days after notice of cancellation is delivered, and such member will be relieved of any further obligations under this membership Agreement.

I/We have received and read all of the terms, conditions and policies of Canon Swim and Tennis Club.

Applicant's Initials: _____ Applicant's Initials _____

MEMBERSHIP AGREEMENT

This Membership Agreement is made and entered into between the applicant(s) identified on the Membership Application (the "Member"), a copy of which is attached hereto and incorporated herein, and Fairfax Parlor #307 Native Sons of the Golden West, a California corporation ("Fairfax Parlor") doing business as Cañon Swim and Tennis Club ("CSTC").

1. **Acceptance by CSTC.** No Membership shall be effective until the Membership Application has been approved and accepted by CSTC.

2. **Membership.** A Membership is either a Full Club Membership, which entitles a Member to use all CSTC facilities throughout the year, or a Seasonal Swim Membership, which entitles a Member to use the pool and locker room during the designated swim season, or a Monthly Swim Membership, which entitles a Member to use the pool and locker room during each month for which the Member has paid. All Members are required to check in and register before using CSTC facilities. Memberships are available in two categories:

a. **Family Membership.** A Family Membership is available to a husband and/or wife and their legally related children under the age of twenty-three (23) permanently residing at home or under the care, custody and control of the parent(s), or residing at a college, university or other educational institution. A family membership is limited to six (6) members. CS&T reserves the right to require proof of age.

b. **Single Membership.** A single Membership is available to one (1) person.

All Members are mere licensees, which permit the holders thereof the revocable right to use and enjoy CSTC facilities during normal business hours, subject to the CSTC Rules and Policies. All Memberships are nonproprietary and do not confer or include any interest or ownership in the facilities or assets of CSTC, Fairfax Parlor, or any related person or entity. Members have no right to govern or control the affairs of CSTC, or its facilities and related activities. All Memberships are nontransferable.

3. **Assumption of Risk, Release From Liability, Mandatory Arbitration.**

(INITIAL)

a. In entering into this Membership Agreement, the Member recognizes that the use of CSTC equipment and facilities involves a risk of physical injury, including that caused by the negligence of such Member or that of other Members or guests. The Member hereby agrees to assume this risk of injury in its entirety regardless of cause.

b. In entering into this Membership Agreement, the Member hereby voluntarily and forever releases, discharges, waives and relinquishes any and all actions, causes of action or claims for personal injury, wrongful death and property damage incurred by such Member arising out of the use of CSTC facilities.

c. Member and CSTC hereby agree that any claim or dispute arising between them involving the use of the CSTC facilities, or the violation of this Agreement, shall be submitted to **binding arbitration**. Upon the written request of one party, served upon the other, the parties shall each appoint one person to hear and determine the dispute. If these two (2) arbiters cannot agree, then the two arbiters shall choose a third impartial arbiter whose decision shall be final and conclusive on both parties. The cost of the arbitration shall be borne by the losing party, or in such proportion as the arbiters shall decide.

d. The Member agrees that in the event any claim for personal injury, wrongful death or property damage is prosecuted by a third party against the Member and CSTC or Fairfax Parlor or any of their agents and employees, not alleged to be based on the negligence of CSTC, its affiliates or agents, such Member shall indemnify and hold harmless CSTC, Fairfax Parlor, and any of their agents or employees, from any and all such claims or actions.

4. **Initiation Fees: Monthly Dues, Swim Fees.**

Initiation Fees and Monthly Dues for Full Club Memberships shall be paid as follows:

a. **Initiation Fees.** The Initiation Fee is a one-time nonrefundable fee payable upon application for Membership. An additional Fee will be assessed where a Full Club Membership has been resigned or terminated as described herein, and such Member desires to reinstate his or her membership. Prices will be set by CSTC and may change at any time, without notice, at the sole discretion of CSTC.

b. **Monthly Dues.** Monthly Dues are payable in advance on the first of each month and are delinquent if not paid in full by the tenth day of each month. The obligation to pay Monthly Dues is not dependent upon the availability of CSTC facilities and will not be reduced or suspended during interim periods of time when some or all of the CSTC facilities are not available as provided in Section 5. Failure to use CSTC facilities shall not entitle a Member to a refund of Initiation Fees or Monthly Dues or relieve such Member of the obligation to pay Monthly Dues. Monthly Dues are subject to change without notice; however, any Monthly Dues fully prepaid up to one year in advance will not be affected by any change in Dues structure.

c. **An Annual or Seasonal Swim Member** will pay Annual or Seasonal Swim Fees each year in advance and prorated through the end of the swim season.

d. **A Monthly Swim Member** will pay monthly dues as established by CSTC.

5. **Membership Terms.** Each Full Club Member agrees to remain a Member of CSTC for a minimum of one year. After the first year, a Full Club Membership shall be month to month, if Dues are paid monthly; or year to year, if Dues are paid one year in advance. Each Seasonal Swim Member agrees to remain a Member of CSTC for a full summer swim season and each Seasonal Swim Membership shall be terminated as of the end of each swim season. Except as provided in Section 9, Section 10 and Section 12, Monthly Dues are not refundable. A Full Club Membership is continuous and will automatically renew at the end of the first year unless terminated as provided in Section 7 or Section 8. A Full Club Membership may be terminated after an initial 12-month period as provided in Section 8. A Membership may be upgraded at any time upon the submission of a new Membership Application. A Membership may not be downgraded until the expiration of the term of Membership as defined in Section 5.

6. **Hours of Operation, Facility Closure, Contests, Charity Benefits and Other Functions.** CSTC may be closed during certain legal holidays, and use of CSTC facilities may be subject to interruption for needed repairs and maintenance. Hours and days of operation are subject to change, and may vary by season and use. CSTC may be closed each year for Christmas holiday from December 24 to January 2. Fairfax Parlor will have exclusive use of the clubhouse and pool on the first and third Wednesdays of each month from 5 p.m. onward. CSTC reserves the right to utilize all or any part of the CSTC facilities for contests, charity benefits, competitions or other functions; advance notice of such events will be posted at the CSTC clubhouse and in the newsletter.

7. **Termination by CSTC.** Membership may be terminated and canceled by CSTC in its sole discretion upon giving thirty (30) days written notice by mail or personal delivery to a Member for any reason including, but not limited to, the following:

a. Sale or transfer of ownership of CSTC.

b. Destruction or demolition of CSTC's premises or facilities which, in CSTC's sole discretion, significantly interferes with the use or management of the premises or facilities.

c. Institution of eminent domain or condemnation proceedings.

d. Economic loss factors.

In the event of termination of membership for any of the foregoing reasons, CSTC agrees to refund all prepaid unused dues.

In addition, any Membership may be terminated by CSTC if such Member is in violation of the Rules and Policies, or if they (or a family member or guest) conduct themselves in a manner which management, in its sole discretion, deems inappropriate, annoying, abusive, unacceptable or disruptive to other Members or the staff of CSTC, or if found to have made any false statements in their Membership Application.

8. **Termination by Member.** Any Member wishing to terminate his or her Membership may do so upon giving thirty (30) days written notice by mail or personal delivery to CSTC. The Membership will remain active during this thirty (30) day period, and Monthly Dues shall be assessed, together with any other incidental charges incurred by the Member until date of termination. Any Member giving notice of termination shall return his or her Membership card(s) and pay all outstanding charges to such Member's account. Except as provided in Section 9, Section 10 or Section 12, a Full Club Membership may not be terminated by the Member during the first twelve months of Membership. If a Member has terminated his or her Membership, and later wishes to rejoin, the then-current Initiation Fee must be paid as a condition of reinstatement. If a Member elects to pay Monthly Dues one year in advance, such Membership may be terminated only at the end of the prepaid period.

9. **Medical Leave.** CSTC may grant a medical leave effective on the first of the month following receipt of a doctor's note stating the reason for the leave and the number of months requested. A medical leave may not exceed three (3) months. No Monthly Dues will be assessed against a Single Membership during a medical leave, and the disabled Member may not use CSTC facilities. No retroactive medical leave shall be granted, and all financial obligations of the Member must be brought current as a condition of granting such leave. Membership will be automatically reinstated upon expiration of the term stated in the doctor's note. If one Member of a Family Membership or Couple Membership is granted medical leave, Medical leave may be granted at the sole discretion of CSTC management.

10. **Death or Permanent Disability.** In the event of death or permanent disability, a Member's obligation to pay Monthly Dues shall end upon such occurrence. If such Member has a Single Membership, the spouse shall succeed to the Membership, without additional charge; otherwise, the Membership shall terminate. Family Memberships shall not be affected by the death or disability of one family Member.

11. **Divorce or Separation.** In the event of a judgment of divorce or legal separation of spouses holding a Family Membership, the spouse who is awarded such Membership must deliver a certified copy of the Judgment of Dissolution or Legal Separation to CSTC before a transfer of the Membership can be effected.

12. **Moving Away.** A Member moving more than 25 miles from the CSTC facilities may cancel his/her/their Membership by completing a Membership Cancellation Form and providing verification of the move. Such cancellation shall be effective as of the date of the move, or the date of the receipt of the Cancellation Form, whichever is later. Monthly Dues shall continue to be assessed until receipt of the Cancellation Form. Upon termination of the Membership pursuant to this Section, any prepaid Monthly Dues will be refunded to the Member on a pro-rata basis.

13. **No Day Care or Use of Facilities by Minors.** CSTC is not a day care facility, does not have day care facilities on its premises, and neither CSTC nor its employees, officers or agents, will provide any care or supervision to minor children (under the age of 18). Any Member who invites his or her minor children, or the minor children of others, to use CSTC facilities does so at his or her own risk, and such Member shall be solely responsible for the safety of any such minors and for any injuries suffered by such minors, and agrees to indemnify, hold harmless and defend CSTC, Fairfax Parlor and their successors and assigns, from all claims and actions which may arise out of the said use of the facilities by such minors. Juniors under the age of 16 must be accompanied and supervised by an adult at all times in all areas of CSTC facilities.

14. **Attorneys' Fees.** In the event legal action is used to enforce collection of any Member's account, CSTC shall be entitled to recover from such Member all costs of collection, including attorneys' fees and costs of suit.

15. **No Waivers.** No failure of CSTC to enforce any of the terms of this Membership Agreement, or of its Rules and Policies, shall be deemed or construed to be a waiver by CSTC of the right to thereafter enforce against any Member any and all terms and provisions of the Membership Agreement and its Rules and Policies. Any acceptance of a partial payment of any amounts dues shall not be deemed a waiver by CSTC of the right to the full amount thereof.

16. **Section Headings.** Section headings used in this Membership Agreement are for convenience of reference only, and are not part of the substance hereof.

17. **Severability.** If any provision of this Membership Agreement is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so found, and shall not affect the balance of this Agreement.