Skybrook Swim and Racquet Club "SSRC"
830 Skybrook DR, Huntersville NC 28078
Tennis, Swim, Fitness, Pickleball

Member Application and Waiver Email to: skybrookclub@gmail.com

APPLICANT INFORMATION: Date: _____Initiation Fee:_____

Full Name (Last name used on List): _____ Cell Phone: _____

Spouse/Partner Name: _____ Cell Phone: _____

Best Email: _____

Address: _____City: _____State: _____Zip: _____

List Community (Main * North Villages * Parkside * Oaks * Other Community): _____
*Children under the age of 21 will be listed on the Waiver below.

Current Membership Price: $1000 initiation fee (note if promotional price), $104 per month dues, Annual fee $1248
Payments through bank draft or annually by Zelle (use skybrookclub@gmail.com account: Robert Smith) or Check to Skybrook Swim & Racquet Club. Send to club or drop in drop box to left of gym door or email.

Refund No part of the membership initiation fee or dues are refundable, for any reason.

Resignation It is agreed that I may resign from the Club by giving thirty (30) days advance written notice. Dues are paid in advance for the month. I agree to follow and adhere to all rules and regulations as set forth by Skybrook Swim & Racquet Club, violations subject the membership to revocation. The club does not freeze membership, it is continuous.

Contract I understand that as a matter of the contract with Skybrook Swim & Racquet Club with my membership, I assume no financial liability associated with the business other than any damage done. The funds paid in connection with my membership, dues, and Initiation fee, entitle my family to the use of The Club and such membership does not confer upon me any ownership or residual. Fees, Dues, Programs, Offerings, and privileges are subject to change at any time. **Skybrook North Pool location requires and additional fee of $200 per year paid separately. **

ACH BANK DRAFT AUTHORIZATION CERTIFICATION (Monthly at the first of the month) Not necessary if pay annually.

_____ Routing Number (ABA Number) _____ Checking Account Number
Please attach a void check with application. These will serve as physical authorization to draft my account.
I (We) authorize Skybrook Swim & Racquet Club "COMPANY" to initiate debit entries and/or correction entries to our account indicated above. This authorization is to remain in full force until Skybrook Swim & Racquet Club has received written notification (email) from me of its termination in such time and manner as stated above. In the event of unsuccessful drafts due to insufficient funds, a fee of $35 is charged. We agree to notify the club immediately if any change to account is necessary. I agree to minimal annual increases and will notify the club immediately if I choose not to continue.

Rules, Policies & Procedures I have read and understand the club Rules online and any mentioned here. I hereby apply for membership at Skybrook Swim & Racquet Club. I certify that the eligible names listed on this application are all permanent household members of my family. By signing below, I agree as a member to conform to and be bound by the rules and regulations of Skybrook Swim & Racquet Club as they may be amended from time to time. I hereby authorize the COMPANY, SSRC to automatically draft the amount of the monthly dues from the above-said account or my account currently on file. I accept responsibility for my family and guest behavior and agree to pay any damages (*specifically due to any glass brought onto the pool area*) incurred while at the facility.

Severability: In the event any provision of this agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this agreement, which shall continue to be in force.

SKYBROOK SWIM & RACQUET CLUB "SSRC"**ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY**
Voluntary participation in Skybrook Swim & Racquet Club (SSRC) facility requires all users to read and sign the SSRC "Assumption of Risk, Waiver, and Release from Liability" form acknowledging that they will assume all risks involved in participation of the use of facilities. The use of this waiver helps protect the financial integrity of "SSRC" and includes Robbie Smith Tennis/Skybrook Inc and Skybrook Swim & Racquet Club LLC (Continued on next page)

In consideration of the use of Skybrook Swim & Racquet Club property, facilities and programs for the current year and all future years in which I/We are member/s, and our guest/s, the undersigned agree as follows:

1. **RISK FACTORS:** The unsigned understands and acknowledges that the use of equipment, facilities and services provided by the "SSRC" programs involve risks. The dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions, or from the activity itself, from the acts of other, or from the unavailability of emergency or emergency medical care**. Risk of property damage, Bodily Injury, Physical or mental trauma and possible death.**
2. **ASSUMPTION OF RISK:** The undersigned Assumes all risk that arise out of the use of the equipment or facilities, the activity itself, the act of others, or the unavailability of emergency care or equipment. Including but not limited to, those **RISK FACTORS** described in section 1 above.
3. **ACKNOWLEDGE OF POLICIES AND PROCEDURES:** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING:** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. I am of good health and have no physical limitations which preclude my safe use of the facility. The undersigned understands that seeing a physician before physical activity and/or exercise is suggested, and he/she will take appropriate action if any medical attention is needed.
5. **FACILITY USE:** I agree it is my sole responsibility to be familiar with the facilities and SSRC policies and rules. I acknowledge that all facilities are at my own risk. **There are NO attendants staffing the Gym, Tennis and all Pools are Swim at your own risk, "SAYOR"**. **Gym Facility hours are 5:30 am to 11:30 pm.** The facility requires an adult to accompany children under the age of 14 to the pool. I agree not to give the membership card to anyone under the age of 14 for the purpose of using the pool and no one under the age of 16 to use the gym. NO Guests are allowed in the Gym at any time due to capacity and insurance. Guests of the pool or tennis must be with an adult member, you are required to notify teen members of this as Swim at your own risk is dangerous.
6. **HOLD HARMLESS:** I understand and agree that situations may arise which are beyond the immediate control of the SSRC, employees, staff and/or Owners. I therefore agree to release and shall defend, indemnify, and hold harmless SSRC, employees, staff and/or Owners, from every claim and any liability as a direct or indirect result of injury to me, my spouse, guests and/or children.

*I have read and understand this form and release agreement. I agree, for myself and my successors, that the above represents a contractually binding agreement.

Skybrook Swim & Racquet Club "SSRC"

CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

AGE REQUIREMENT: 14+ FOR POOL AND 16+ FOR GYM, NOTICE: There are not any attendants or guards on duty at the Tennis, Pool, Fitness Center. Adult Member must accompany any guests to the pool.

***Please read and sign even if you do not have kids as acknowledgement.**

List children under 21 below include Birth Date after name, and "house residents" below:

_____

_____

_____

My child/children is/are fit for participation in activities and events at SSRC, and I consent to my child/children's participation. I have read and understand that this document is legal, and binding and my signature indicates that I hereby agree to release, defend, indemnify, and hold harmless SSRC on my behalf or on behalf of my child/children regarding any claim arising from my child's/children's participation in activities or events at SSRC. I agree to only give the access pass to children of 14 years or older for the pool and 16 years or older for the Fitness Center. I agree to supervise any guests who are not members of the facility to ensure that they have the skills required to safely enter the pool area. Programs at SSRC are provided by contractors at the SSRC. I agree that when participating in programs I agree to have the coaches act as guardians for my child and will let them know of any special needs. As this may apply for any program i.e. swim team, swim lessons, tennis camp and other camps offering free swim. Contractors are responsible for any programs and fees are paid directly to the contractor (they are responsible for completing any program or any refund). Members receive a discount and instructors and coaches listed on our website are allowed to coach at SSRC, members may not bring their own coach for any activities. By signing below, I/we agree to the program rules of the club. I agree to responsibility for anyone I bring to the pool that is a minor as a guest.

This Signature Line is for: Acknowledgement of Rules/Application, Draft Authorization, Assumption of risk waiver liability release and Consent and Release of Parent or Legal Guardian.

Printed Name: _____Signature:_____Date: _____

Spouse/Partner Print Name: _____Signature: _____Date: _____