

San Rafael Tennis Center
 99 Lowell Avenue
 San Rafael, CA 94903

Application for Membership

Name {first, middle, last}		Spouse {first, middle, last}	
Address		City	Zip
Home Phone	Business Phone	Home Phone	Business Phone
Employer	Occupation	Employer	Occupation
E-mail address	Date of birth	E-mail address	Date of birth

Members Included in Membership:

Name	Date of Birth

I HEREBY APPLY FOR THE FOLLOWING TYPE OF LIMITED OFFER MEMBERSHIP:

Membership	Cost	
Single	\$500 initiation / \$500 annual	<input type="checkbox"/>
Husband & Wife	\$750 initiation / \$750 annual	<input type="checkbox"/>
Junior	Through Morson Performance	<input type="checkbox"/>

I UNDERSTAND THAT THE FOLLOWING PROVISIONS ARE APPLICABLE TO ALL MEMBERSHIPS:

- a) The dues are currently \$500 to \$750 based on type of membership. The initiation fee and the annual fee are due with this application.
- b) Membership in the Club is subject to the By-laws and Rules and Regulations of the Club as they are presently in effect or as they may from time to time be reasonably amended.
- c) Read rules and sign the waiver of liability on the following pages.

Office Use Only	
Beginning Date:	-----
Initiation Fee:	-----
First Month's Dues:	-----
Other:	-----
Total:	-----
Check #:	-----

Accepted in accordance with the foregoing provisions:
Dated: ____/____/____
Applicant
Signature: -----
San Rafael Tennis Center
By: -----

1. **MEMBERSHIP INFORMATION:** As used in this Membership Agreement, the "Club" refers to San Rafael Tennis Center. As used in this Membership Agreement, "Member" or "Members" refers to all individuals noted on this agreement.
2. **TENNIS CLUB SERVICES:** Immediately upon approval of membership, the Member will be entitled to use the Club facilities consistent with this Membership Agreement and the Rules/Policies of the Club. The Club reserves the right to make changes to the type or quantity of the classes or equipment offered and reserves the right to make reasonable changes to the hours of operation.
3. **NATURE OF MEMBERSHIP:** Membership grants solely the right to use and enjoy the facilities of the Club in accordance with the Rules and Regulations as they may change from time to time. Membership does not grant or carry with it any interest in the property or assets of the Club or give any right to Members to participate in the management of the Club, financially or otherwise.
4. **APPROVAL OF MEMBERSHIP:** All Membership Agreements shall be on the forms prescribed by the Club, and shall be subject to payment of the required membership fees and approval of the Club.
5. **NONDISCRIMINATION:** Membership is open to any person of good character and responsible credit background. Club policy is to accept applications without regard to race, creed, color, sex or national origin.
6. **PAYMENT OF MEMBERSHIP FEE:** All new members must pay a membership fee. The Club shall, from time to time, establish the amount, manner and time of payment of such fee. This Membership Agreement is an annual reinstatement fee.
7. **REQUIRED PAYMENTS:** As set forth in paragraph 6 above, the Agreement requires that the Member pay the initiation fee and annual membership with application for membership.
8. **CHARGES:** All Members agree to pay monthly all charges incurred by self. The Club shall, from time to time fix the amount and terms of payment.
9. **EXPENSES OF COLLECTION:** The Member agrees to pay, and shall be held liable for any and all expenses incurred by the Club, including but not limited to, attorney fees and costs, in attempting to collect past due amounts from said member, whether fees, dues, charges or other debts.
10. **ACCOUNTING AND BILLING:** Dues and charges will be billed to members in advance via club email due and payable on the first of each month. Bills not paid by the tenth will be subject to a late fee.
11. **DAMAGES:** Damage to the Club's property shall be paid for by any members, member's guest or dependent children causing the damage.
12. **SOLICITATION:** Members may not participate in solicitation of any kind (i.e. charitable, religious, political, or business) towards any other club member, guest or employee on Club property.
13. **CLUB RULES:** All members and their guests are subject to the Club's Rules/Policies. The undersigned acknowledges that he or she has reviewed the Club Rules/Policies (on the Club's website). The Club reserves the right to add, amend or delete rules from time to time. The rules referenced or contained in this Membership Agreement herein are not all-inclusive. Signs posted in the Club and written memoranda will serve as additional rules.
14. **CHANGE OF MEMBERSHIP INFORMATION:** Member is responsible for notifying the Club of any account information changes, including changes to the Member's address and phone number. Changes must be completed by the tenth of the month to be reflected on the next month's billing statement.
15. **INVOLUNTARY SUSPENSION OR TERMINATION:** The Club reserves the right to suspend or terminate the membership privileges of any member for failure to comply with any of the Club Rules/Policies, for any conduct the Club determines to be improper or contrary to its best interests, or the non-payment of dues or other charges for a period of greater than 90 days. Suspended or terminated members remain liable for all dues or other indebtedness incurred prior to and during the suspension or termination, and are not entitled to a refund of any fees, dues or charges paid other than a pro rata refund of payment for unused service after the date of termination.
16. **WARNING:** California law provides that it is illegal to aid or abet in the unlawful sale, use or exchange of anabolic steroids, testosterone and human growth hormone.
17. **BY SIGNATURE BELOW,** undersigned Member hereby affirms that he/she has read, understands and agrees to all terms in this Membership Agreement, together with any accompanying membership policy information, and specifically understands and agrees to the following:

WAIVER OF LIABILITY

SAN RAFAEL TENNIS CENTER SHALL NOT ASSUME RESPONSIBILITY OR BE HELD LIABLE FOR ANY INJURY TO PERSON OR DAMAGES OR LOSS OF PROPERTY SUFFERED BY ANY MEMBER OR GUEST, FOR ANY REASON. THE UNDERSIGNED IS FAMILIAR WITH THE RISKS AND PERILS INHERENT IN SPORTS ACTIVITIES SUCH AS ARE CONDUCTED IN THE CLUB'S FACILITIES. FURTHER, THE UNDERSIGNED IS AWARE OF THE RISK OF PERSONAL INJURY TO SELF WHEN UNDERTAKING SUCH SPORTS ACTIVITIES, AND KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS AND ASSUMES FULL RESPONSIBILITY FOR HIS/HER PARTICIPATION. THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO BECOME A MEMBER OF SAN RAFAEL TENNIS CENTER, THE UNDERSIGNED HEREBY VOLUNTARILY ASSUMES ALL RISKS OF PERSONAL INJURY, PROPERTY DAMAGE, AND/OR OTHER DAMAGES TO THE UNDERSIGNED AND HIS/HER GUESTS RESULTING FROM OR IN ANY WAY ASSOCIATED WITH HIS/HER ENTRY UPON ANY OF SAN RAFAEL TENNIS CENTER PROPERTIES AND/OR PARTICIPATION IN ANY OF THE ACTIVITIES SPONSORED BY SAN RAFAEL TENNIS CENTER. THIS IS INTENDED TO BE A COMPLETE RELEASE OF ANY RESPONSIBILITY FOR PERSONAL INJURIES AND/OR PROPERTY LOSS OR DAMAGE SUSTAINED BY ANY MEMBER, OR ANY GUEST OF ANY MEMBER, WHILE ON THE CLUB PREMISES, WHETHER USING EXERCISE EQUIPMENT OR NOT. FURTHER, THE UNDERSIGNED HEREBY RELEASES SAN RAFAEL TENNIS CENTER AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM, LIABILITY, OR DEMAND OF ANY KIND OR ON ACCOUNT OF ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER DAMAGES RESULTING FROM OR IN ANY WAY ASSOCIATED WITH THE UNDERSIGNED'S ENTRY OR A GUEST'S ENTRY UPON ANY SAN RAFAEL TENNIS CENTER PROPERTY OR PARTICIPATION IN SPORTS ACTIVITIES EVEN IF CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SAN RAFAEL TENNIS CENTER OR ITS EMPLOYEES OR OTHERWISE. THE UNDERSIGNED CONFIRMS THAT HE/SHE HAS READ AND UNDERSTANDS THIS WAIVER OF LIABILITY AND RELEASE, AND AGREES TO ITS TERMS.

- 18. CANCELLATION RIGHTS: You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of the Club after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send an e-mail which states that you, the buyer are canceling this agreement, or words of similar effect.
- 19. TERM OF CONTRACT: This Membership Agreement is an annual agreement and may be voluntarily terminated in accordance with paragraph 18, above.

Applicant Signature Date

Club Representative Signature Date

MAILING ADDRESS:
San Rafael Tennis Center
1 Blackfield Drive, Unit 363
Tiburon, CA 94929-2053