



SUMMER MEMBERSHIP

Membership start date: June 1, 2018

Membership end date: September 30, 2018

Fee: \$500 Single | \$750 Couple | \$1000 Family (2 adults, 3 children)

Eugene Swim & Tennis Club offers the use of its facilities to the member submitting an application via the online form. Summer memberships have access to all club facilities.

RULES & REGULATIONS

- 1. Check-In:** Club members are required to check-in using membership cards upon arrival at the club. Those arriving without cards will be able to check-in by name.
- 2. Alcoholic Beverages:** Members MAY NOT bring their own alcoholic beverages for consumption on club property. Members found in violation of this policy will be reminded of this licensing regulation.
- 3. Guest Fees:** All guests must register upon arrival and be accompanied by a member. Guests 11 and over may visit one time per month. There is no limit to the number of visits for children under 11. Fees are \$15 per day for Tennis and \$10 per day for Swimming & Fitness for adults and \$5 per day for swimming for children under age 18 years.
- 4. Other Club Policies:** All other club policies may be accessed in the membership handbook. This handbook is accessible online at estc.org. Please contact ESTC by telephone for a password to login to the member portion of the site or request the handbook be sent to you in a PDF format.

CONDITIONS OF MEMBERSHIP

- 1. TRANSFERABILITY:** A membership is not transferable, in full or in part, by Member for any reason whatsoever, and no subsequent modification of this agreement may be made except in writing and agreed to by all parties. All applications for membership are subject to approval by Club which shall have sole discretion to approve or reject same for any reason whatsoever.
- 2. PAYMENTS:** ESTC offers summer members the ability to submit a split payment. 50% is required when membership application is submitted. The remaining balance is due prior to June 1.
- 3. REFUND:** Deposits and payments for summer memberships are non-refundable.
- 4. LEGAL ACTION:** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in both the trial and appellate courts. It is intended that this Agreement comply with all applicable laws and regulations and, to the extent that any provision be ineffective, that the rest of the Agreement remain in full force and effect.
- 5. LIABILITY RELEASE:** Member on behalf of self, heirs, executors, administrators and assigns, hereby acknowledges that use of Club's facilities and services may be dangerous and hazardous

and may involve dangerous and hazardous conditions both obvious and latent and Member hereby assumes all risk to his person and property arising out of Member's use hereof. Club shall not be liable for any injury, loss, or damage to person and/or property, and Member, on behalf of himself, his heirs, executors, administrators and assigns does hereby expressly forever release and discharge the Eugene Swim and Tennis Club, its successors and assigns, its operators and agents, from all such claims, demands, injuries, damages, actions and causes of action. Member further agrees to indemnify Club for all legal expenses incurred in defending against any claim or suit brought against Club to recover for damages sustained through accident or injury caused by Member. This release and indemnity agreement shall apply to any claim even if caused by negligence. The only claims not released are those based upon intentional misconduct.

6. **CLUB HOURS:** Hours of operation are subject to reasonable adjustments at the discretion of Club management including but not limited to changes for holidays, special occasions and for the performance of maintenance to Club's facilities. Whenever possible, notice of such changes will be posted on Club's premises. Should Club be unavailable for Member's use for a period exceeding seven days due to damage by fire, act of God, catastrophe, accident, construction or extraordinary maintenance, the membership time for Member shall be extended for a like period.
7. **MEMBERSHIP TERMINATION:** Club shall have the right to terminate a membership whenever Club determines, in its sole discretion, that the continued existence of the membership is no longer in the best interest of Club or other Club members. The following non-exclusive list of occurrences may constitute the basis for termination of a membership: when Member's account is 90 days past due; when a Member violates a Club policy, procedure, or condition of membership; when Member abuses, destroys, or wrongfully damages Club premises or Club property, which includes Club's business reputation; when a Member abuses, verbally harasses, threatens, intimidates, or defames other members or Club employees; when Member engages in theft of any property belonging to Club or to a Club member or visitor, and when Member engages in the unauthorized use of, or conducts unauthorized activities on Club premises. In the event that Club elects to terminate a membership, with or without cause, Member shall receive written notice of termination and the full refund of any membership payments for the period extending beyond the date of Member's termination.
8. **MEMBER ACKNOWLEDGEMENT of RULES:** Member accepts and agrees to abide by the rules, regulations and conditions of membership as set forth herein and the policies and procedures promulgated from time to time by the club management.

By submitting my membership application online, applicant agrees to have read this agreement in full. Applicant hereby acknowledges that this agreement and Club's policy book constitutes the entire understanding of the parties, and that no other understanding or agreement exists between us and that the Club has made no expressed or implied warranties or representations other than those set for therein.