



THE CLUB AT BLACKSTONE MEMBERSHIP APPLICATION

Please Check One

Owner

Resident

Tenant*

*If renting, a copy of the rental/lease agreement is required.

MEMBER INFORMATION

Name:	Date of Birth Under 18:	
Property Address:		
City:	State:	Zip:
Cell Phone: ()		
E-mail address:		
Mailing Address (IF DIFFERENT):		
City:	State:	Zip:

OTHERS RESIDING WITH YOU AT THE PROPERTY (OWNER TO FILL OUT)

Name	Date of Birth Under 18

VEHICLE IDENTIFICATION

Make	Model	License Plate #

*Please initial showing you have read and understand the above information. Resident Initials: ()

MEMBERSHIP CARD DISCLOSURE

The undersigned ("**Member**") acknowledges receipt of the membership card identified above for The Club at Blackstone ("**The Club**"). I have read the Rules and Regulations of The Club, and I agree to comply with all of the Rules and Regulations as they may be modified from time to time. I understand that failure to comply with The Club Rules and Regulations may result in disciplinary action, suspension of privileges, and ejection from The Club. I also understand that, if I am the Owner of the Property, failure of those using The Club Facilities with my authorization to comply with The Club Rules and Regulations may result in disciplinary action against me, suspension of my privileges and ejection of me from The Club.

Membership Card. I understand that I must present my membership card in order to be admitted to The Club and to use The Club Facilities. If my membership card is lost or stolen, I agree to pay the cost of replacement at the time my card is lost or stolen. Additionally, if an unauthorized person uses my card, I will be liable for any loss or damage resulting from such unauthorized use.

Acknowledgment of Risk of Use. I understand that: (a) use of The Club Facilities involves the risk of personal injury and death from drowning in the Pools and Spas, falling free weights, use of exercise equipment, strained muscles, ruptures, fractures and other injuries associated with physical exercise and training, loss of footing, and other causes, even when The Club Facilities are properly used and supervised; (b) the risk is greater when The Club Facilities are misused, and when minors use The Club Facilities without adult supervision; (c) there are minors who have been authorized to use The Club Facilities without adult supervision; (d) there may be no lifeguards on duty at the Pools and Spas and no adult supervision at the Fitness Center; and (e) even if The Club does have adult staff present unless advance arrangements have been made, such staff members shall not be responsible to instruct or supervise anyone using The Club Facilities or in the use of any apparatus or equipment located therein.

Assumption of Risk; Waiver; Release. By signing this Receipt, I intentionally and unconditionally assume the full risk of injury and death to me, to members of my family, and to each and every one of my guests, employees and invitees to The Club (individually and collectively, "**Member Users**"), which may result from the use of The Club Facilities, whether from the use of any Pool, Spa, apparatus, appliance, equipment or facility, from any contest, game, function, or from any other activity operated, organized, arranged or sponsored by The Club or others (individually and collectively, "**Club Use**"), irrespective of whether or not any Member Users participated in the Club Use which resulted in injury or death.

On my own behalf, and on behalf of each and every Member User: I hereby waive the right to bring any "claims" against the Club Director (the on-site manager at The Club), The Club Operator, the owner of The Club, and the Master Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Released Parties**") as a result of Club Use; and I hereby release and discharge the Released Parties from any and all "claims" I or any other Member User may have, now or in the future, which are in any way related to any Club Use. "**Claims**" shall include, but shall not be limited to, all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which I or any other Member User may have as the result of any act, occurrence, error, accident, omission, promise or obligation of any one or more of the Released Parties; and

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the releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

If I am a Tenant or Contract Purchaser Member, or a Member User by reason of my relationship to a Tenant or Contract Purchaser Member, "Claims" also include all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which I or any other Member User may have as a result of the suspension or termination of the right to use The Club Facilities as a result of any one or more of the following: (a) the failure of the Owner of the Property to pay Club Charges or perform such Owner's other obligations; (b) notice to The Club Operator that my rights, or the rights of the Tenant or Contract Purchaser with whom I have a relationship, have terminated; or (c) the instructions of the Owner of the Property with respect to my rights, or the rights of the Tenant or Contract Purchaser with whom I have a relationship, to use The Club Facilities.

Indemnification. I agree to be liable for any and all injury to persons and property at The Club and for any and all injury to persons and property resulting from any Club Use, which is caused by me or any other Member User. In addition, I will defend, indemnify, and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of The Club or participation in Club Use by me or any other Member User.

Attorneys' Fees. In the event of any action or proceeding brought to enforce any one or more of this Consent, the prevailing party shall be entitled to recover its attorneys' fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

Failure to abide by the Rules and Regulations of The Clubhouse at Blackstone, as they may be modified from time to time, may result in suspension of your membership and other disciplinary action. If your membership is suspended, you must still pay all Club Charges.

MINOR MEMBERSHIP CARD DISCLOSURE

The undersigned is the parent or legal guardian with custody of and responsibility for the minor child named above (the "**Minor**").

I have read the Rules and Regulations of The Club at Blackstone ("**The Club**"), and I understand that, in the absence of this Consent, Waiver, Release and Indemnification Agreement ("**Consent**"), the Minor would not be allowed to use any of The Club Facilities unless accompanied and supervised by an adult.

I also understand that: (a) use of The Club Facilities involves the risk of personal injury and death from drowning in the Pools and Spas, falling free weights, use of exercise equipment, strained muscles, ruptures, fractures and other injuries associated with physical exercise and training, loss of footing, and other causes, even when The Club Facilities are properly used and supervised; (b) the risk is greater when The Club Facilities are misused, and when minors use The Club Facilities without adult supervision; (c) there may be no lifeguards on duty at the Pools and Spas and no adult supervision at the Fitness Center; and (d) even if The Club does have adult staff present, such staff members shall not be responsible to instruct or supervise the Minor at The Club Facilities or in the use of any apparatus or equipment located therein.

Notwithstanding these increased risks, the undersigned parent or legal guardian specifically requests The Club to allow the Minor to enter The Club without an adult and to use all of The

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Club Facilities (Pools, Spas, Fitness Center, etc.) without adult accompaniment or supervision. The undersigned also specifically consents to and authorizes the Minor's unaccompanied and unsupervised use of The Club Facilities.

Representations and Warranties. In making this request and granting this authorization and consent, the undersigned represents and warrants to The Club, The Club Operator, and The Club owner, that:

- The Minor is fourteen (14) years of age or older on the date of this Consent.
- The Minor is in good health and has the requisite knowledge, physical abilities, training, and attitude to safely use The Club Facilities without adult accompaniment and without adult supervision. By way of example rather than limitation, the Minor has the training and ability to swim without flotation aids, and proper training and ability to use Fitness Center equipment and free weights.
- The Minor has read and understands The Club Rules and Regulations applicable to The Club Facilities; and the Minor has agreed to comply with all of The Club Rules and Regulations. The Minor and the undersigned understand that failure to comply with The Club Rules and Regulations may result in disciplinary action, suspension of privileges, and ejection from The Club.

Assumption of Risk of Activities; Waiver; Release. The Minor and the undersigned jointly and severally assume the full risk of injury and death to the Minor which may result from the Minor's use of The Club Facilities, whether from the use of any Pool, Spa, apparatus, appliance, equipment or facility by the Minor or others, from any contest, game, function, or from any other activity operated, organized, arranged or sponsored by The Club or others (individually and collectively, "**Club Use**"). The Minor and the undersigned hereby jointly and severally waive the right to bring any "claims" against the Club Director (the on-site Director at The Club), The Club Operator, the owner of The Club, and the Master Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Released Parties**") as a result of Club Use; and the Minor and the undersigned hereby jointly and severally release and discharge the Released Parties from any and all "claims" such person may have, now or in the future, which are in any way related to any Club Use. "**Claims**" shall include, but shall not be limited to, all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which such person may have as the result of any act, occurrence, error, accident, omission, promise or obligation of any one or more of the Released Parties; and the releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

Liability of Parent/Guardian; Indemnification. The undersigned Parent/Guardian shall be liable for any and all injury to persons and property at The Club and for any and all injury to persons and property resulting from any Club Use, which is caused by the Minor. In addition, the undersigned shall defend, indemnify, and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of The Club or participation in Club Use by the Minor. Without limiting the generality of the foregoing, the liability and duty to defend, indemnify and hold harmless include Claims made by or asserted by the Minor (whether before or after the Minor becomes an adult, and including after any attempted disaffirmance of this Consent by the Minor).

Joint and Several Liability; Authority. If more than one person is signing this Consent, all such persons shall be jointly and severally liable for all resulting damages. In the event that the

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Staff Initials ()

Minor has more than one parent or guardian, their obligations under this Consent shall be joint and several, and the parent or guardian signing this document represents that he or she has the authority to bind all parents and guardians of the Minor to the terms of this document.

Attorneys' Fees. In the event of any action or proceeding brought to enforce any one or more provisions of this Consent, the prevailing party shall be entitled to recover its attorneys' fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

Your signature below certifies that you have read the Membership Card and the Minor Membership Card Disclosures.

MEMBER SIGNATURE: _____

DATE: _____

PARENT OR GUARDIAN SIGNATURE: _____

DATE: _____

Staff Use ()

Documents uploaded ()

Data entry completed ()

Prior resident's cards deactivated ()

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