

CAÑON SWIM & 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 Telephone: _____ Business Telephone: _____

E-mail Address: _____

If Family Members:

Spouses 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: _____

I/We have read and understand the Membership Agreement, and agree to be bound by terms and conditions thereof as well as all present Rules and Policies of Canon Swim & Tennis Club. I/We further warrant the truth of my\our answers to this application.

I/We understand that this membership is continuous. 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 ACCEPTYED:

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

BY: _____

CANON SWIM & TENNIS CLUB
MEMBERSHIP APPLICATION

MEMBERSHIP TYPE:

Tennis and Swim _____

Annual Single ____ Family ____ Beginning ____/____/____ \$ _____

Seasonal Single ____ Family ____ from ____/____/____ to ____/____/____ \$ _____

Tennis _____

Annual Single ____ Family ____ Beginning ____/____/____ \$ _____

Seasonal Single ____ Family ____ from ____/____/____ to ____/____/____ \$ _____

Total \$ _____

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 AGREEMENT. During this time period, a member may cancel this Membership Agreement by Notifying Cañon Swim & 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 Cañon Swim & 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 & 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 Swim and Tennis Membership or a Tennis (only) Membership. 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 one or more adults and their 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. CSTC 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 CSTC Rules and Policies. All Memberships are non-proprietary 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 the affairs of CSTC, or its facilities and related activities. All Memberships are non-transferable.

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 hereby agrees to assume the risk of injury in its entirety, regardless of cause.

INITIAL _____ 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.

INITIAL _____ c. Member and CSTC hereby agree that any claim or dispute arising between them involving the use of 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 artiber whose decision shall be final and conclusive to both parties. The cost of the arbitration shall be borne by the losing party, or in such proportion as the arbiters shall decide.

INITIAL _____ d. The Member agrees that in the event any claim for personal injury, wrongful death of 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. Fees. Fees shall be paid as follows:

a. 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. This obligation to pay Monthly Dues is not dependent on 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, except at the sole discretion of CSTC. Failure to use CSTC facilities shall not entitle a Member to a refund of Fees or 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 the Dues structure.

b. An Annual or Seasonal Member will pay Annual or Seasonal dues each year in advance.

5. Membership Terms. Except as provided in Sections 9, 10 and 12, monthly dues are not refundable. An Annual Membership is continuous and will automatically renew at the end of each year unless terminated as provided in Sections 7 or 8.

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, the duration of closure to be determined solely by CSTC. Fairfax Parlor will have exclusive use of the clubhouse 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 of other functions; advance notice of such events will be posted at the CSTC clubhouse and in its 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.