



Pacific Swim 4S Pool Membership Agreement

Agreement commences on May 1st, 2010 and terminates September 30th, 2010

Account Holder Information:

First Name(s) _____ Last Name(s)

Billing Address (House No and Street Name) _____ City _____ State _____ Zip _____

(_____) _____ - _____ (_____) _____ - _____
Home Telephone Number Work/Mobile Telephone Number Active e-mail address _____

_____ Family / Single

How did you hear about us?

Family Members included in the Family Membership:

_____ First Name(s)	_____ Last Name(s)	_____ spouse / son / daughter Relationship to Account Holder	_____ / / Date of Birth
_____ First Name(s)	_____ Last Name(s)	_____ spouse / son / daughter Relationship to Account Holder	_____ / / Date of Birth
_____ First Name(s)	_____ Last Name(s)	_____ spouse / son / daughter Relationship to Account Holder	_____ / / Date of Birth
_____ First Name(s)	_____ Last Name(s)	_____ spouse / son / daughter Relationship to Account Holder	_____ / / Date of Birth
_____ First Name(s)	_____ Last Name(s)	_____ spouse / son / daughter Relationship to Account Holder	_____ / / Date of Birth

Agreement:

1. The applicant hereby applies for membership in Pacific Swim, LLC and agrees to comply with and abide by its policies, rules, and regulations as they now exist and as they may be changed or supplemented in the future. Applicant further understands that a family membership is limited to 6 persons, and is additionally limited to one family per household.
2. Applicant agrees to pay the one-time enrollment fee for the type of membership indicated above, and understands that no part of this fee will be refunded if applicant resigns or membership is terminated for any reason.
3. The applicant understands that this membership is for the sole purpose of permitting entrance to the 4S Ranch Boys and Girls Club swimming pool and its facilities, and does not confer any right to management or control of Pacific Swim, LLC or ownership of any interest in Pacific Swim, LLC or its facilities.
4. The applicant understands that no children are allowed on the premises under the age of 12 without supervision of an adult 18 years of age or older.
5. The applicant understands that if applicable, the account holder is subject to a returned check fee of \$25 assessed by Pacific Swim, LLC.

Release of Liability:

In consideration of being allowed to participate in any way in the program, related events, and activities, I, the under signer, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including potential for permanent paralysis and death.
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility of my participation.
3. I willingly agree to comply with terms and conditions for my participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representative, and next of kin, hereby release, indemnify, and hold harmless Pacific Swim, LLC, its officers, officials, agents, employees, other participants, sponsors, advertisers, and, if applicable, owners and leasers of the premises used to conduct the event, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss of damage to person or property, whether arising from the negligence of the releasers or otherwise, to the fullest extent permitted by law.
5. If applicable, I certify that, I, as parent or guardian with legal responsibility for all underage participants, do consent to his or her release as provided above. In addition, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Pacific Swim, LLC, and its officers, officials, agents, employees, other participants, sponsors, advertisers, and, if applicable, owners and leasers of the premises used to conduct the event, from and any all liability incidents to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releases, to the fullest extent applicable by law.

Signature of Account Holder _____ Today's date

Pacific Swim Office Use:

Received By _____ / / _____ Amount of Payment _____ check / debit / cash / credit _____
...on (Date Received) _____ Means of payment _____ chk# / last 4 dc/cc _____