

The Tennisclub of the Low Country at Rose Hill

MEMBERSHIP AGREEMENT

Membership Type	Initiation Fee	Monthly Fee Individual	Monthly Fee Family
Rose Hill Owner:	\$275	\$100	\$125
Non-Rose Hill Owner:	\$375	\$100	\$125
*Junior:	\$50	\$50 *Minimum of 6 months commitment.	

OFFICE USE

Membership Type: \_\_\_\_\_ Date: \_\_\_\_\_

Payment Method: Cash: \_\_\_ Check: \_\_\_ CC: \_\_\_ Initiation Fee Pd: \_\_\_\_\_

Dues Selection: Monthly: \_\_\_ Annually: \_\_\_ Member #: \_\_\_\_\_

\_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Home Address City State Zip

\_\_\_\_\_  
Home Phone Cell Phone Number E-Mail Address

\_\_\_\_\_  
Birth Date Gender (M/F)

\_\_\_\_\_  
Spouse First Name Middle Initial Last Name

\_\_\_\_\_  
Birth Date Gender (M/F)

\_\_\_\_\_  
Email Address Cell Phone Number

LIST DEPENDANT CHILDREN, LIVING AT HOME UNDER AGE 25

\_\_\_\_\_  
Child First Name Last Name Date of Birth

\_\_\_\_\_  
Child First Name Last Name Date of Birth

\_\_\_\_\_  
Child First Name Last Name Date of Birth

\_\_\_\_\_  
Emergency Contact Name Emergency Phone Number

**AUTHORIZATION FOR AUTOMATIC MONTHLY PAYMENTS**

I hereby authorize The Tennisclub of the Low Country at Rose Hill ("Club"), or its agent, to charge my MasterCard or VISA

Account # \_\_\_\_\_ Expiration Date \_\_\_\_\_ EFT

Start Date \_\_\_\_\_ each month in payment of monthly dues. I understand that it is my responsibility to make sure that the credit card and number listed on this agreement are current and valid. If, for any reason, the monthly dues charge and all other Club charges are not accepted by the credit card company, I understand that a \$10 service charge will be added to my bill and I am responsible for payment. This service charge may change from time to time with notice. Note: I understand this Agreement cannot be accepted unless a voided, imprinted charge slip showing my account number is attached.

Terms: This authority is to remain in effect for a minimum of twelve months from the date upon which monthly dues billing commences.

**REFERRAL INFORMATION**

As a new member, you are entitled to sponsor 2 people to use for a 30 day complimentary trial period. Listing them below will ensure that we invite them in as your guest.

Name: Address: Phone Number:

1. \_\_\_\_\_

2. \_\_\_\_\_

**TERMS OF MEMBERSHIP**

I understand that my membership is for an initial twelve dues paying month period and that it shall continue on a monthly basis afterward unless I decide to cancel. If I decide to cancel my membership after the initial twelve dues paying month period, I will provide the Club with a written notice of my intention to cancel by the twentieth (20th) day of the month of the final billing, and I will return my memberships card(s) to the Club. I understand that the initiation fee is a one-time charge, contingent upon a continuous membership. Upon acceptance of this Agreement by the Club, I will receive all membership rights and privileges. I agree to abide by all Policies, Rules and Procedures of the Club, which are subject to change without notice. I understand that the Club may raise its dues and other rates once per year, and that the Club reserves the rights to raise dues with notice and other rates without notice at any time, including the initial twelve dues paying months of this Agreement. I understand that my membership may be terminated by the Club if I am in violation of the Club Policies, Rules and Procedures, conduct myself in a manner which management deems inappropriate or disruptive to other Club members or staff or make false representation of information contained in this Agreement, or for any reason without any notice at any time, where upon I will return my membership card(s) to the Club. Notwithstanding the previous sentence, I will be responsible for the payment of all monthly dues and other Club charges under this Agreement. I understand that I shall be responsible for and agree to pay any and all collection agency fees and attorneys' fees and costs incurred by the Club to recover any outstanding balance of monthly dues and Club charges that are owed by me.

**ACCEPTANCE OF MEMBERSHIP AGREEMENT**

No one has the right or authority to make any changes to the terms of this Agreement for the Club, except the owners of Tennisclub of the Low Country at Rose Hill or their appointed representatives (who may only do so in writing).

This Agreement is the entire agreement pertaining to membership and supersedes any other promises, representations or understandings of any kind, whether written or oral. This Agreement is governed by the laws of South Carolina. Whenever possible, each provision of this Agreement will be interpreted in a manner so that it will be effective and valid under applicable law, such provision will be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement, or the application of such provisions to other parties or circumstances. The Club will not lose its rights under this Agreement if it delays in enforcing them or fails to enforce such rights. I and the other persons who are becoming members under this Agreement agree to be jointly and severally liable for our obligations under this Agreement. I understand that this Agreement includes the provisions contained in the pages, including any Addendum, that are attached and which are made a part of this Agreement.

#### WAIVER AND RELEASE

I acknowledge that my attendance or my use of the Club or participation in any of the Club's activities or programs, including without limitation my use of the Club's equipment and facilities, could cause injury to me. As a material consideration for the Club to permit me to become a member and to permit me and my guests to use the Club and its facilities, I, on my own behalf and on behalf of my guests, hereby assume all risks of personal injury, death, property loss or other damages which may result from or arise out of attendance at or use of the Club or participation in any of the Club's programs or activities. The forgoing risks shall include, but not be limited to, risks associated with: tennis, locker room; parking; environmental; theft; use of the Club's equipment, facilities, or health and fitness advisory services. I understand that the foregoing waiver of liability on my behalf and on behalf of my guests shall apply to any and all claims against the Club and/or its owners, shareholders, officers, directors, employees, agents or affiliates and their successors and assigns (collectively, the "Club Affiliates") for any such personal injuries, property loss or other damages connected to or arising out of any of the aforesaid risks.

I, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever release and discharge the Club and the Club Affiliates, and each of them, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my attendance at or use of the Club or my participation in any of the Club's activities or programs, including those which arise out of the negligence of the Club and/or the Club Affiliates. Further, I hereby release and discharge the Club and the Club Affiliates from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers. I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a waiver and release of liability.

I represent to the Club that I am physically fit to perform those activities which I may undertake at the Club and that I am solely responsible for all health risks associated with such activities. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Club shall not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Club.

I understand that the Club recommends that I be examined by my physician and that I consult with my physician regularly during the time that I am engaging in activities at the Club. I acknowledge that the Club and the Club Affiliates, including its employees' are not licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

I understand that this Membership Agreement includes the provisions contained in the pages including and Addendum that are attached and which are made a part of this Membership Agreement.

I authorize the Club to send me e-mail at the above address and understand that I may terminate such authorization at any time with written notice to the Club. I acknowledge that, before I signed this Agreement, including the Waiver and Release, I had the reasonable opportunity to examine it. I further acknowledge that I have received a copy of the Policies, Rules and Procedures of the Club. I understand that my membership is continuous and requires no annual renewal and that my membership is in effect for a minimum of twelve dues paying months. If I decide to cancel my membership (after the initial twelve dues paying months), I will provide the Club with written notice and return my membership card(s) by the twentieth day of the month of the final billing.

MEMBER: The Tennisclub of the Low Country at Rose Hill

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Spouse: \_\_\_\_\_ Date \_\_\_\_\_