

# APPLICATION FOR POOL MEMBERSHIP

This is an application for membership to the pool facilities of the Middletown Country Club (hereinafter "Club") for the Summer of 2019. Upon acceptance of this Application by the Club, the Applicant agrees to pay the fees stated herein and be bound by all rules and regulations of the Club. Applicant acknowledges that this Membership may not be cancelled, assigned, or transferred and that the swimming privileges granted to him/her and his/her family under this Membership cannot be transferred. The Club reserves the right to cancel any Membership at any time for cause.

The Club will hold children's camps and lessons during the week before the pool opens. The Club reserves the right to close the pool due to inclement weather, prescheduled special events, or maintenance. The Club shall provide advance notice of such closures whenever possible. Based on weather and other considerations, the Club's facilities will open/close at the discretion of the Pool Staff.

## **The following Rules and Regulations must be followed at all times:**

- No running
- Diving is permitted in designated areas only
- Swimmers must stay off the ropes at all times and will not be allowed to play on the ladders.
- No glass in the pool area
- No food or drinks within 3 feet of the pool; gum chewing is not permitted in the pool
- No pets in the pool area
- Children under 12 must be accompanied with a responsible individual 16 years or older
- Children 12-15 may come to the pool on their own, but may not be responsible for anyone other than themselves
- Members are responsible for their guests
- Balls, toys, and rafts are allowed in the pool at the discretion of the Pool Staff
- The baby pool is for children 5 years of age and under
- Children in the baby pool must be supervised by a responsible individual 18 years or older
- Children that are not toilet trained must wear a "swim" diaper
- Persons with open sores or rashes will not be allowed to swim
- All injuries must be reported immediately to a lifeguard or the pool manager on duty
- Smoking is discouraged, but is permitted in designated areas only
- Middletown Country Club is not responsible for lost or stolen items
- Always be considerate and clean up after yourself, your family, and any guests

**Middletown Country Club reserves the right to modify these Rules and Regulations at any time.**

## **WAIVER AND RELEASE**

I understand and acknowledge by signing this document on behalf of myself and the family members on Page One of the Application (collectively "Members") that swimming and related activities at the Club are dangerous and have inherent and other risks associated with them, and that these risks can cause serious and even fatal injuries. I agree that I will not sue and will release the Club, Middletown Township, Agro Golf Corporation, and their respective officers, directors, employees, and staff from any and all liabilities resulting from my and/or my family's participation in any sport, exercise, event, or activity of any kind held at or sponsored by the Club. I further agree that I will indemnify and hold harmless the Club, the Township, Agro, and their respective officers, directors, employees, and/or staff from any loss, liability, damage or cost of any kind that may incur as the result of any injury to myself, to any member of my family or to any person for whom I am signing this agreement, even if it is contended that any such injury as caused by the negligence or other improper conduct on the part of the Club, the Township, Agro, and/or their respective officers, directors, employees, and/or staff. I have read and understood the foregoing acknowledgement of risks and agreement not to sue and am voluntarily signing below, on behalf of myself or any other Members in this Application intending to be legally bound thereby.

I hereby certify that I am the parent or legal guardian of the child(ren) listed on this Application or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above. In the event that I do not have the requisite authority to sign this Agreement on behalf of the child(ren) listed. I agree that I shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from this misrepresentation. I agree to be contractually bound by this certification.

Signature of Applicant \_\_\_\_\_  
Parent/Legal Guardian/Participant Signature (18 or older)

Date \_\_\_\_\_