



# CLUB MEMBERSHIP

— Summer 2018 —

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
USTA Rating: \_\_\_\_\_ Previous USTA/MITL Team: \_\_\_\_\_  
Referred By: \_\_\_\_\_

Membership	Cost	
<input type="checkbox"/> Full Family	\$2075	
<input type="checkbox"/> Full Individual	\$1295	
<input type="checkbox"/> Full Student (under 22 years old)	\$325	
<input type="checkbox"/> Weekday Individual	\$845	
<input type="checkbox"/> Team Individual (Women's MITL/HVTL)	\$595	
<input type="checkbox"/> Pool Family	\$845	
<input type="checkbox"/> Pool Individual	\$645	

Full payment must accompany this application in order for it to be processed.

Amount: \$ \_\_\_\_\_

Charge to my credit card:  
 MasterCard    Visa    American Express

Name: \_\_\_\_\_

Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ / \_\_\_\_\_ Security Code: \_\_\_\_\_

Enclosed is a check (payable to Armonk Tennis Club)

**PLEASE READ AND SIGN AGREEMENT ON REVERSE.**



# CLUB MEMBERSHIP Agreement

The management reserves the right to suspend and/or revoke the membership of any member who violates the rules and regulations or otherwise engages in conduct not in the best interest of the club.

### **Consumer's Right To Cancellation**

You may cancel this contract without any penalty or further obligation within three (3) days from this date. Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards, and any other documents or evidence of membership previously delivered to the buyer. All dues paid pursuant to such contract shall be refunded within fifteen business days of such notice of cancellation.

This contract may also be canceled if any of the following conditions are met:

- a. If upon medical doctor's order, you cannot physically receive any services of this facility because of significant physical disability for a period in excess of six months.
- b. If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
- c. If you move your residence more than twenty five miles from any club operated by the seller.
- d. If the services cease to be offered as stated in the contract.

All moneys paid pursuant to such contract canceled for the reasons contained in this subdivision shall be refunded within fifteen (15) business days of receipt of such notice of cancellation. However, seller may retain the expenses incurred and the portion of the total price representing the services which the buyer has consumed or wished to retain after cancellation of the contract.

### **Release & Waiver of Liability**

In consideration of participating in Armonk Tennis Club Summer Membership, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Armonk Tennis Associates LLC, SRS Armonk Associates LLC, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

As an applicant for participation in recreation programs sponsored by Armonk Tennis Associates LLC (the "Club"), I am aware that the Club does not provide medical insurance in such programs.

In the event of an emergency, I hereby grant Armonk Tennis Club permission to give whatever immediate treatment is necessary and/or take my self/child to a hospital emergency room.

Permission is hereby granted to utilize photos and video taken at Armonk Tennis Club as promotional materials.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

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

### **Parental Consent (if applicable)**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Signature of Parent/Guardian: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_