

SouthPointe Swim & Tennis Club

2023 Membership Application

Please complete the following information and sign the attached Waiver then submit these forms, along with your payment in order to join the SouthPointe Swim & Tennis Club for 2023.

Membership costs are as follows:

- SouthPointe residents in good standing with the HOA = \$400
- Residents who have not paid their annual HOA fees = \$500
- Non-residents = \$450

Payments are due by April 30th and a late fee of \$50 will be charged for dues received after May 1st. The pool will open on or about May 1, 2023 (subject to Shelby County Health Department approval) and will remain open until approximately September 30th. Pool hours are 10:00 am to 10:00 pm, 7 days per week.

Please return these forms along with payments to Josh Luea, 1805 Southpointe Cir . You can also pay via PayPal through our website at: www.southpointepool.com and submit the application and waiver via email at pool@southpointepool.com . Please make checks payable to: SouthPointe Swim & Tennis Club.

Please Note: The requirement to have Membership Cards in your possession while on Pool premises will be **strictly** enforced for the 2023 Season. Payment and waiver must be completed for cards to be processed. Early registration will ensure no lost time during pool season.

1. Applicant Name: _____

2. Childrens' Names & Ages: _____

3. Address: _____

4. Phone Number(s): _____

5. Email Address: _____

Your membership card, copy of the pool rules, and gate lock combination will be available for pick-up soon after your paperwork is turned in. Please feel free to contact any board member or visit our website with any questions.

Email: pool@southpointepool.com

SouthPointe Swim & Tennis Club
WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

You have voluntarily agreed to become a member of the SouthPointe Swim & Tennis Club (hereafter referred to as "SouthPointe"). SouthPointe makes all efforts to provide safe and enjoyable facilities for the exclusive use of our members and guests. However, SouthPointe recognizes and would like to remind members of the fact that any activities within the pool, pond, tennis court or other SouthPointe properties involve inherent risks. Please read this form carefully and be aware that in utilizing the swimming pool, tennis court, or any other SouthPointe amenities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, or your guests might sustain as a result of utilizing any and all amenities connected with and associated with SouthPointe.

The SouthPointe Swim & Tennis Club, its officials, directors, agents, employees, volunteers and representatives are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the Association's swimming pool amenities, including injury, loss or damage which might be caused by the negligence of the Association.

I understand that there is **NO LIFEGUARD ON DUTY** and that children must be accompanied by an adult at all times. I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal Injury or property damage suffered by me, my family members, or my guests while utilizing the swimming pool amenity. I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children. I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold the Association harmless from any and all liability or costs, including attorney's fees, associated with or arising from my use of the swimming pool amenities. I do hereby fully release and forever discharge SouthPointe from any and all claims for injuries, damages, or loss that I, my family members, or my guests may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the swimming pool amenities.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. **I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT**, and by signing this agreement voluntarily I am agreeing to abide by these terms and rules.

Signature (must be over 18 years of age)

Printed Name

Address

SouthPointe Swim & Tennis Club Electronic Key Agreement

-All lost key fobs must be reported to Southpointe Swim & Tennis as soon as the loss is noticed or A.S.A.P. The lost fob will be deactivated so non-members will not be able to use your fob.

-For each replacement fob, a \$20 replacement fee will be charged.

-Key fobs are for members only! If a visiting family member, nanny, etc. are going to use your family fob you must notify the Southpointe Swim & Tennis Board by email and the user will need to sign a waiver.

-All members will receive a key fob and a badge. Please **do not** open the gate for anyone without a key fob and badge.

-Please have your fob and badge on display and available at request from any member when inside the pool. Anyone can ask to see your fob and badge, be respectful and help everyone keep the pool safe for all.

-Key fobs will only open the gate during pool hours 10am-10pm.

-Members must be at least 14 years old to be at the pool alone. 16 yr olds may bring (7-13yr) siblings. Non-member guest must be with a member.

-Primary members may bring no more than (6) guest per family w/o renting clubhouse.

-Dependent members may bring (2) guests total per visit per Membership.

-Members are responsible for damages caused by themselves and/or guests.

-In the event of a medical emergency there is a pull handle next to the vending machine. It looks like a fire alarm but is blue in color. A buzzer will sound and it will unlock the gate for first responders. You will still need to call 911 for emergency medical personnel to show up.

**** In the event of a violation of any of the above rules, your key fob(s) will be deactivated and your membership will be forfeited without refund. ****