



131 Blackhawk Trail
PO Box 5131 ~ West Columbia, SC 29171

MEMBERSHIP APPLICATION

The Quail Hollow Swim & Racquet Club was established in 1972. The club sits on a 6.8 acre tract of land bordering the beautiful and historically significant Saluda River within the subdivision after which it is named. The club is governed by the Board of Directors which is elected by the membership. Memberships are inclusive of both swim and racquet activities. The club is proud of the facilities and relaxed atmosphere.

SWIM ACTIVITIES

Swim Team (www.quailhollowswimteam.com)

Swim Lessons (additional cost)

RACQUET ACTIVITIES

Tennis Courts

Pickleball Courts

FACILITIES

25 Meter Junior Olympic pool and diving areas

Clubhouse with observation deck and showers

Lighted tennis & pickleball courts with observation areas

Saluda River Access

Application for Membership

It is understood that this application is subject to approval by the Board of Directors. Applicant agrees to abide by the current and promulgated rules and regulations.

Areas of the Club you plan to use (please check): Swim ___ Racquet ___ Both ___

Name: _____

Occupation: _____

Spouse's Name: _____

Spouse's Occupation: _____

Other family Members & Birthdates: (**Only those residing at home are eligible for membership**)

Address: _____

City _____ Zip _____

Email: _____

Preferred Phone: (____) _____

How did you hear about the club? _____

In case of emergency call: _____

Family Physician: _____

The undersigned does hereby make an application for membership in the Quail Hollow Swim & Racquet Club, Inc. of Lexington County, S.C. In submitting this application the undersigned does hereby contract for and offer to purchase one (1) family membership as stated in his/her choice of one of the following two (2) membership plans.

Check One

____ New Membership

Membership \$400.00 (one [1]-time fee), plus Annual Dues \$675.00 (Paid w/ Membership) **TOTAL ENCLOSED: \$1,075.00**

____ Membership Renewal \$675 Annual Dues

Check submitted with application \$ _____ Date mailed: _____

Date: _____ Signature: _____

Make check payable to: Quail Hollow Swim & Racquet Club. Mail to:
QHSRC c/o Treasurer ~ 2112 Pine Lake Drive ~ West Columbia, SC 29169. For more information please visit www.qhsrc.com

Quail Hollow Swim and Racquet Club, Inc.

VOLUNTARY WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

(hereinafter, the "AGREEMENT")

In consideration of eligibility for access to and/or use of the COVERED PROPERTY (subject to the terms of the membership agreement for the Quail Hollow Swim and Racquet Club, Inc.), as the CLUB may make the same available for access and use, in its sole discretion, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, acknowledge and agree to the following:

1. Definitions:
 - a. "CLUB" shall mean and refer to Quail Hollow Swim and Racquet Club, Inc.
 - b. "COVERED PROPERTY" shall collectively mean and refer to the Quail Hollow Swim and Racquet Club, Inc. swimming pool and tennis courts, and all related grounds, parking lots, facilities, amenities, improvements, equipment, and personal property.
2. I am over the age of eighteen years of age and competent to execute this Agreement.
3. I, for myself, on behalf of my minor child(ren)/ward(s), if any, agree to comply with all rules of the CLUB.
4. I wish to use the facilities at the COVERED PROPERTY. I understand that use of the COVERED PROPERTY presents hazards and risks, including the risk of serious illness, injury, and death. I understand such risks may include, but are not limited to:
 - a. Risk of injury resulting from possible malfunction of equipment;
 - b. Risk of injury resulting from tripping or falling over obstacles at the COVERED PROPERTY;
 - c. Risk of injury or death from drowning;
 - d. Risk of other injuries resulting from participating in any action in the swimming pool, tennis courts, or on the COVERED PROPERTY.
5. To the fullest extent permitted by law, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, do assume all risks, whether known or unknown, arising from my presence upon or use of any COVERED PROPERTY, even if arising from the negligence of those persons or entities released from liability below and/or the negligence of any third parties.
6. To the fullest extent permitted by law, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, do hereby release, discharge, waive all rights and causes of action against, covenant not to sue, and agree to hold harmless CLUB and its management company/management agent, their heirs, successors, assigns, officers, Board of Directors, board members/directors, agents, employees, representatives, principals, independent contractors, subsidiaries, parent companies, and any other persons or entities in any way affiliated with them (collectively, "RELEASEES") from or as a result of any and all liability, demands, losses, costs, expenses, damages, injuries, actions, suits, causes of action, and claims of any nature whatsoever, due to, as a result of, arising out of, or in any way relating to my or my minor child(ren)'s/ward(s)', if any, presence upon or use of any COVERED PROPERTY, whether or not caused in whole or part by the negligence of RELEASEES or any third parties.
7. To the fullest extent permitted by law, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, do hereby agree to indemnify, defend, and hold harmless RELEASEES from and against any and

all liability, demands, losses, costs and expenses (including attorney's fees, costs, and expenses of litigation), damages, judgments, settlements, injuries, actions, suits, causes of action, and claims of any nature whatsoever, due to, as a result of, arising out of, or in any way relating to my, my minor child(ren)'s/ward(s)', if any, and/or my/our guest(s)' presence upon or use of any COVERED PROPERTY, whether or not caused in whole or part by the negligence of RELEASEES or any third parties.

8. To the fullest extent permitted by law, I, for myself, on behalf of my minor child(ren)/ward(s), if any, and for my/our successors, assigns, legal representatives, and those claiming through me/us, do agree to be liable for, to pay to RELEASEES, and to indemnify RELEASEES for, all costs and expenses, including attorney's fees, incurred by RELEASEES in enforcing this AGREEMENT, incurred by RELEASEES as a result of a breach of this AGREEMENT by me and/or my minor child(ren)/ward(s), and/or incurred by RELEASEES in any way responding to or defending against any claims, actions, demands, and/or other matters or things waived or released herein, whether or not any suit or other legal action is instituted.
9. This AGREEMENT shall be continuing in nature and shall apply to any and all future access to, presence upon, or use of the COVERED PROPERTY.
10. It is expressly understood and agreed that this AGREEMENT shall be binding upon myself, my minor child(ren)/ward(s), if any, and my/our successors, assigns, legal representatives, and those claiming through me/us.
11. Should any term or provision of this AGREEMENT be held void, unenforceable, or invalid to any extent, then such term or provision shall be deemed narrowed or severed and the enforceability of the remainder of the AGREEMENT shall not be affected and will remain in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS FOR MYSELF AND MY MINOR CHILD(REN)/WARD(S), IF ANY, BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Printed Name

Date

Street Address (including Unit No., if any)

City

State

Zip

Telephone Number

Email Address