

# Rancho Santa Teresa Swim & Racquet Club

## Sponsored

### Season Guest Pass Application

\* To be filled out by HOA Member \*

This Application is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017

I, (Name of Sponsoring Member): \_\_\_\_\_

Residing at (Member Address): \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereby apply to the Rancho Santa Teresa Swim and Racquet Club, a nonprofit California corporation (the Club) for a Season Guest Pass for the family of individuals listed on the attached "Waiver of Liability, Assumption of Risk, and Indemnity Agreement for Season Guest Pass Holders" ("Waiver Form"). I certify that the information on the Waiver Form is true, complete and accurate and that the family listed on the form is a single family (parents and children) residing together at the same address.

I understand that if I am granted a Season Guest Pass, the individuals shown on the Waiver Form ("My Guests") will have access to the Club as My Guests for the period of **April 17, 2017, through seasonal pool closing on September 30, 2017**. I authorize the Club to allow My Guests to use the Club's facilities during the Club's normal operation hours whether or not I am present. I understand that **MY GUESTS WILL NOT BE ALLOWED TO BRING GUESTS OF THEIR OWN**, host pool parties, or rent any Club facility.

I assume responsibility for the behavior of My Guests and the performance of all of the terms, covenants, and conditions of my membership in the Club including without limitation the Articles of Incorporation, By-Laws, Rules and Regulations, and other provisions as the Board of Directors of the Club may from time to time establish. I also agree that if there are any damages or other charges associated with the behavior or actions of My Guests, I will pay them in full and I authorize the Club to apply any payments I make to the Club to satisfy such charges as it deems prudent.

Attached to this application is my check for \$450. I hereby certify that I have not received money or anything of value from My Guests in connection with the Season Guest Pass with a combined total value of more than \$450.

I understand that:

1. Once issued, a Season Guest Pass is NON-REFUNDABLE and NON-TRANSFERABLE
2. **My application may be declined if my membership dues are not full paid and in good standing as of March 13, 2017**

**Note:** Completion of this application does not guarantee acceptance. Only 85 Season Passes will be made available for the 2017 season. Passes will be issued to the first 85 applications received that meet all of the requirements including payment. If your application is not accepted, all fees will be refunded.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the city of San Jose, California.

By \_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

**A complete application includes this form, the Waiver form, my check made out to Rancho Santa Teresa Swim & Racquet Club or RSTSRC.** All submitted forms must be completely filled in with all necessary signatures.

OFFICE USE ONLY:

Application Received by RST Office: Date: \_\_\_\_\_ By: \_\_\_\_\_

# Rancho Santa Teresa Swim & Racquet Club

## Sponsored Season Guest Pass Application Data Sheet

\* To be filled out by Guest Pass Applicant \*

<b>VALID CURRENT YEAR ONLY</b>	<b>2017</b>
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SEASON PASS # \_\_\_\_\_

SPONSOR'S NAME \_\_\_\_\_

SPONSOR'S ADDRESS \_\_\_\_\_

SPONSOR'S HOME  
PHONE \_\_\_\_\_

SPONSOR'S CELL  
PHONE \_\_\_\_\_

	FIRST AND LAST NAMES OF SEASON PASS HOLDER	RELATIONSHIP TO SEASON PASS HOLDER	AGE (Adult or actual age)	Date Photo ID Picture Taken
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____

I certify that the above information is accurate and true and that each person listed on this form resides at: \_\_\_\_\_

Guest pass holder e-mail address: \_\_\_\_\_

I also understand that I am responsible for the conduct of each person listed on this Data Sheet.

\_\_\_\_\_  
Season Guest Pass Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office Approval Signature

\_\_\_\_\_  
Date

# Rancho Santa Teresa Swim & Racquet Club

## Season Guest Pass

### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

\* To be filled out by Guest Pass Applicant \*

**PLEASE READ CAREFULLY BEFORE SIGNING**

I/We, \_\_\_\_\_, on behalf of myself/ourselves and as the parent/legal guardian of these minor children, \_\_\_\_\_, agree as follows:

I/We agree and understand that swimming, water play, tennis, and other activities (collectively, “Activities”) available at the Rancho Santa Teresa Swim & Racquet Club (the “Club”) are potentially hazardous activities. Participation in Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I/We **ASSUME ALL SUCH RISKS**. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

I/We agree, in consideration of being allowed to participate in the Activities, **TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Club, and its board members, members, officers, directors, agents and employees (collectively, “Club Representatives”) from any and all claims including the negligence (whether directly connected to Activities or not) and from and against any damages or liabilities that may arise from any claims, demands, actions or causes of actions by myself/ourselves and my/our minor children listed above and my/our/their respective insurers, heirs, personal representatives or assigns.

I/We also agree to **PROTECT, DEFEND HOLD HARMLESS AND INDEMNIFY** Club Representatives from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my/our/their involvement in Activities, and to reimburse Club Representatives for any such expenses incurred.

Listed below are the names and birthdates of all members of the family covered by the Season Guest Pass. Only immediate members of a single family residing together may be included:

Home Address: \_\_\_\_\_

(Address where family resides together, including zip code)

Email address: \_\_\_\_\_

	Name of Family Member	Date of Birth (must sign if 18 and older)	Relationship to Family Member #1	Resides with Family Member #1?
1			Self	Yes
2				
3				
4				
5				

I understand that I must comply with all rules, regulations and by-laws of the Club. I understand that I am a guest of the sponsoring member and therefore: I AM NOT ALLOWED TO BRING GUESTS, host pool parties, or rent any Club facilities. If any member of my/our family does not comply with all the rules and regulations, this Season Guest Pass can be revoked. I also recognize that I am a guest of a Club member, and that if that member ceases to be a club member or their privileges are curtailed, the Season Guest Pass may be limited or revoked. I agree to be jointly and severally liable for any damages and related charges caused to the Club or Club representatives by me or my family.

This Season Guest Pass is for the period of April 17, 2017, through seasonal pool closing September 30, 2017. It is not transferrable.

Each family member will be required to have their pictures taken for the Photo ID System before entry is granted. Pictures are taken during pool hours.

I/We certify that:

1. The information provided in connection with this agreement is true, complete and accurate;
2. The individuals listed above are a single family (parents and children) residing together at the same address; and
3. If we have provided anything to a Club member in connection with a Season Guest Pass, the combined total value of everything I/we have or will provide does not and will not exceed \$450

I/We have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I/we give up substantial rights, including my right to sue. I/We acknowledge that I/We sign this agreement freely and voluntarily, and intend by my/our signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**ALL GUESTS 18 YEARS AND OLDER MUST SIGN BELOW:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 2017

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 2017

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 2017

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 2017

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