



Mariners Club Amenities Use Agreement

(see separate agreement for Cabana Fitness)

The term "CALM" is used herein to indicate any amenity property owned by J.W. Holdings, Inc. and/or Craddock Oaks Developers, Inc. (or successors), or anyone authorized to represent said amenities, located at Mariners Landing at Smith Mountain Lake in Huddleston, Virginia. The term "Amenities User" is used herein to indicate the person(s) listed below and *qualified immediate family members*. Only Amenities Users and their qualified guests may use these facilities. All guests must be accompanied by an Amenities User or be available to CALM designee at all times. Guests must be infrequent visitors, as decided by CALM. **NO guests are allowed in the Cabana Fitness Center (see separate agreement).** Amenities are not available for transient occupants in rental units in Mariners Landing which are not in a CALM-approved short-term program. Qualified long-term renters may be eligible.

Amenities may include: pools, hot tubs, game room, Cabana Fitness (requires separate agreement), playground, volleyball court, tennis courts, fishing pier, beach, walking trail, and other recreational areas. All amenities have limited capacity which may vary according to circumstances. Therefore, the number of users may be limited, as determined by CALM.

Two key cards may be issued to the primary Amenities User for pool access. Upon termination of amenities use privileges, the cards are to be returned to the CALM office at 100 Retreat Lane, Huddleston, VA 24104, to avoid further charges.

Amenities Users must comply with the terms of this agreement, all laws, and Mariners Landing rules and regulations at all times. **CALM reserves the right to cancel this Agreement at any time.** Any infraction by the Amenities User of these or any posted rules and regulations shall, at the option of CALM, cancel this contract. In such circumstances, a pro-rated amount of what was paid for the contract *may* be refunded. If there is damage or abuse to the facilities, employees, other Amenities Users, guests, etc., and the Amenities User is responsible, in the judgment of CALM, for monetary repair, the pro-rated amount will be withheld to the extent of damage. Any amount owed beyond the pro-rated amount will, additionally, be the Amenities User's responsibility.

Please note (in addition to any other stated terms):

1. Unsafe activity, as judged by CALM, is NOT allowed.
2. Consumption of alcoholic beverages *may* be available in designated areas.
3. Glass containers are NOT allowed.
4. Pets must be leashed or confined at all times and are NOT allowed in the enclosed amenities.
5. NO swimming or fishing allowed in the watercraft slip areas.
6. NO outdoor fires are allowed except in designated areas. Beach fires are allowed only by written permit from CALM.
7. Unlicensed recreational vehicles (such as ATVs) are not allowed without written approval from CALM.
8. Advertising, *For Sale* signs, soliciting, or commercial ventures of any kind shall not be allowed without written approval from CALM.
9. **CAUTION! Lending user keys to non-members may result in immediate cancellation of membership WITHOUT REFUND.**

The Amenities User agrees to conduct his activities at all times when on CALM property or the lake waters adjoining, so as to create no annoyance, hazard or nuisance to the property or to others. This involves number of guests; attire; conduct; noise level; use of radios, TVs, or other sound equipment; observance of good housekeeping and sanitation practices (no dumping of garbage, sewage, soaps or other cleaners into or otherwise polluting the lake); and the use of garbage and trash receptacles, as deemed appropriate by CALM.

Amenities Users shall immediately notify CALM of the necessity for repair of any part of the facilities or of any potentially unsafe conditions requiring attention. (Call 540-297-9393, email amenities@MLCALM.com, or go to CALM office at 100 Retreat Lane)

CALM reserves the right to alter or amend, without notice, the terms and conditions of this Amenities Use Agreement. Failure of CALM to enforce any of the terms and conditions herein shall not be considered a waiver of such term or condition. The Amenities User is responsible for compliance with any terms or conditions of this amenities agreement and the Cabana Fitness agreement.

Amenities Users agree to display Mariners Landing identification on their vehicle(s), as required by CALM, and to provide proper identification for themselves and their guests to CALM upon request.

CALM shall assume no responsibility for supervision of any activities of its Amenities Users, their guests, or other users. Supervision of children at all times is the sole responsibility of parent(s) or guardian(s).

CALM shall not be liable to any Amenities User or guest for personal injury or property damage from theft, vandalism, fire, natural elements or other causes sustained as a result of use of the facilities.

I (we), the undersigned, understand that there are risks inherent in water-based activities. Activities in and around water can result in injury or death. These accidents can involve falling injuries, accidental drowning or other misfortunes. Boat docks also present the opportunity for accidental injury or death. These risks include falling on the docks or falling off the docks, falling into the water with the possibility of drowning, being crushed between the watercraft and the dock and having watercraft or equipment fall onto me (us). Likewise, I (we) understand that there are risks inherent in land-based activities such as playing tennis or sand volleyball, using playground or exercise equipment, walking or jogging on walking trails or roadways or using restroom facilities. Potential accidents include, but are not limited to tripping, slipping, falling, being pinched or hit by moving balls, equipment or vehicles.

I (we) freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in water-based or land-based activities at or near Mariners Landing at Smith Mountain Lake in Huddleston, VA.

I (we) hereby warrant and represent that I (we) have no physical or mental disability, impairment or ailment preventing me (us) from engaging in active or passive activity involving the amenities at Mariners Landing that will be detrimental to my (our) health, safety or physical condition.

I (we), the undersigned, agree to hold harmless and indemnify CALM and any amenities owner and/or any officers, directors, employees or agents thereof from any claims or other loss related to any injury or death and any court costs and reasonable attorney's fees that may result from or in any way be related to any use of CALM facilities allowed under the membership(s) granted to me (us) or my (our) guests pursuant to this agreement.

The Primary Amenities User shall be responsible for informing all his/her users allowed by this agreement of the responsibilities noted in this agreement. Underage children (under 18) must be accompanied by an Amenities User 18 or over.

It is agreed that this contract is performable and venue shall be in Bedford County, Virginia. All notices required by this Use Agreement or the Law shall be to the addresses stated herein. The Amenities User agrees to notify CALM within ten (10) days of any change in any of the information given on this Agreement.

This agreement will renew on March 1 of each year upon timely payment of the annual fee, unless written notice is given by Primary Amenities User at least 30 days prior to March 1.

As Primary Amenities User, I agree to all the terms and conditions of the Amenities Use Agreement(s).

Primary Member's Signature	Date	Approved by CALM	Date
PLEASE PRINT			
Primary User's Name:	_____		Phone: (____) _____
Spouse's Name:	_____		Phone: (____) _____
Qualified children, age and DOB: (up to 4 under 21 years old; 18-21 yr. require photo ID)	1)	Age _____	DOB _____
	2)	Age _____	DOB _____
	3)	Age _____	DOB _____
	4)	Age _____	DOB _____
Mailing Address:	_____		
City, State, Zip:	_____	Email:	_____
Emergency Contact Name:	_____		Phone: (____) _____
For Day Passes Only:	(choose one) <input type="checkbox"/> Visitor <input type="checkbox"/> Renter – Subdivision & Unit # _____		

Deluxe:		Monthly Draft	Cabana:		Monthly Draft
<input type="checkbox"/> Single Annual	\$625.00	\$55.00	<input type="checkbox"/> Single Annual	\$500.00	\$45.00
<input type="checkbox"/> Single Summer	\$375.00	NA	<input type="checkbox"/> Single Summer	\$290.00	NA
<input type="checkbox"/> Family Annual	\$1,080.00	\$94.00	<input type="checkbox"/> Family Annual	\$900.00	\$78.00
<input type="checkbox"/> Family Summer	\$625.00	NA	<input type="checkbox"/> Family Summer	\$500.00	NA
Extended Family Add Ons : <input type="checkbox"/> Adults @ \$75.00 each <input type="checkbox"/> Children @ \$30.00 each			Extended Family Add On: <input type="checkbox"/> Adults @ \$50.00 each <input type="checkbox"/> Children @ \$20.00 each		
Deluxe Day Passes: _____ @ _____ each Family: \$25 member, \$48 non-member / Single: \$10 member, \$20 non-member			Cabana Day Passes: _____ @ _____ each Family: \$19 member, \$38 non-member / Single: \$8 member, \$19 non-member		
*Cabana Fitness:					
<input type="checkbox"/> Single Annual	\$425.00	\$38.00	<input type="checkbox"/> Family Annual	\$585.00	\$52.00

Administration Fee: \$50.00 single / \$75.00 family - new or lapsed members only

Cabana Fitness: One time, non-refundable \$25.00 key fee

Membership Amount	\$
Extended Family Add On	\$
Administration Fee	\$
Cabana Fitness Key Fee	\$
Total Due	\$
Received By:	Date: