



Queensborough Swim Club

1138 Miller Ave. San Jose, Ca 95129
Phone 408-446-3921

Dear Queensborough Swim Club Families,

Welcome to the 2021-22 swim season! Your Queensborough Swim Club membership is still one of the best values for local family entertainment and community interaction. Included in this information packet you will find a **membership contract, receipt of acknowledgement, and liability waiver.**

Come by the pool and drop off the forms/check in the mailbox in the clubhouse door. Swim lessons signups will be available at these times. Have questions? Email info@qpool.org.

2021-22 Fee Schedule

Family Membership (2 adults & 3 children) (\$25 for each additional child).	\$675 +\$50 for new member	Senior Membership (2 adults only, both adults 62 & up)	\$325
Lifetime Membership (2 adults & 3 children)	\$5000	Nanny Fee *(in addition to family memberships)	\$50

Membership Registration:

We accept payment by check, credit card[#] and paypal[#] for your convenience. Paypal payments can be sent to info@qpool.org. To help our families continue their memberships, we are once again offering payment options if a one-time payment is a hardship for your family. Please email info@qpool.org for assistance.

Do you have friends who are interested in joining or re-joining Queensborough Swim Club? Tell them we are accepting applications for membership. Prospective members must fill out an application form and mail it or drop it in the clubhouse mail slot. **If you refer a friend, we will show our appreciation by giving you a book of 10 free guest passes (a \$50 value).**

Please send in your membership renewal today and let's enjoy another relaxing summer together! We look forward to seeing you again.

Sincerely,

The 2021 Queensborough Swim Club Board of Directors

[#]Credit card transactions subject to 3% processing fee

Queensborough Swim Club Application

We, the undersigned **adult** members of the household listed below, have read the conditions, rules, and regulations of the 2021-22 Queensborough Swim Club Membership Contract and do hereby agree to all the aforementioned conditions, rules, and regulations. We also affirm that all of the people listed below **reside** at the address listed.

Please check one: Returning Member(s) New Member(s)

ADULT Family Member's Names and Signatures of Adults (*18 years old and over):

1. _____ /_____/_____
First & Last Name (Printed) Signature Date

Primary Email address (Printed) Cell Phone #

2. _____ /_____/_____
First & Last Name (Printed) Signature Date

Email address (Printed) Cell Phone #

How did you hear about the Queensborough Pool? _____

Address: _____

Home Phone #: _____

First and Last name and ages of CHILDREN 17 and under:

_____ DOB: _____

Age: _____ Child ID Card issued: _____

_____ DOB: _____

Age: _____ Child ID Card issued: _____

_____ DOB: _____

Age: _____ Child ID Card issued: _____

_____ DOB: _____

Additional \$25 fee required for each additional child:

_____ DOB: _____

Age: _____ Child ID Card issued: _____

_____ DOB: _____

Age: _____ Child ID Card issued: _____

_____ DOB: _____

Queensborough Pool Use Only

Returning New

Key # _____

Payment rec'd ____/____/2021

Check # _____ Amount \$ _____

CC Name _____

CC email _____

Membership \$ _____

Swim Lessons \$ _____

Nanny Fee \$ _____

Guest Passes \$ _____

Reference _____

DB entrd. _____ Key entrd _____

Yahoo Group: _____

Payment Schedule: _____

Processed by: _____

Make checks payable to:

Queensborough Improvement Association



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QUEENSBOROUGH SWIM CLUB MEMBERSHIP AGREEMENT 2021-22

THIS AGREEMENT, made in San Jose, CA between the Queensborough Swim Club and the membership parties, sets forth the following conditions and rules that must be agreed upon, by signature, before a personal key card will be issued to an adult family member of the Queensborough Swim Club.

The Queensborough Swim Club (QSC) is a non-profit corporation run for the benefit of the Queensborough development and surrounding neighborhood. The QSC maintains a swimming pool and associated facilities at 1138 Miller Avenue, San Jose, CA. The swimming pool is open to all members and their attended guests during posted swimming hours during the swim season.

CONDITIONS OF MEMBERSHIP:

Membership is **NON-TRANSFERABLE**. Members may not sell or loan their membership to another party.

1. Adult members (18 years old and over) must read and sign the membership contract, thereby agreeing to **ALL** the conditions, rules, and regulations. Adult members must ensure younger members and guests understand and abide by said conditions, rules, and regulations.
2. Membership can be revoked at the discretion of the QSC board of directors or upon violation of any of the conditions and/or rules and regulations in this contract.
3. Adult membership parties assume **TOTAL FINANCIAL RESPONSIBILITY FOR ANY DAMAGE TO POOL OR FACILITIES CAUSED BY ANY HOUSEHOLD MEMBER AND/OR GUESTS**.
4. Adult membership parties affirm that all of the people listed as household members **reside** at the address listed on this contract. Failure to be accurate and honest in any of this information can be cause to revoke membership.
5. **Loaning your pool keycard/ID tag to another person is not acceptable and is grounds for confiscation and membership revocation.**
6. Under-age use of your pool keycard/ID tag is not acceptable and is grounds for confiscation and membership revocation.
7. Queensborough Swim Club Members are part of the Queensborough Improvement Association Corporation and have voting rights and fiscal responsibility as detailed in the Articles of Incorporation and By-laws.

RULES AND REGULATIONS

To insure personal safety, the membership parties agree that:

8. Guests must sign-in upon entry to the QSC pool and sign-out upon exit of the premises. The log book is located in the QSC entrance.
9. **NO ONE MAY SWIM ALONE!** Two people must be in pool area to swim.
10. **An adult must always accompany children under the age of 18 when a lifeguard is not on duty.**
11. No running or horseplay is permitted on the deck.
12. Non-swimmers are restricted to the shallow end of the pool; non-swimmers are not allowed to wear floating devices in the deep end. No large floating devices are allowed when the pool is crowded.
13. Pool hours are from 7am to 9pm Sunday through Thursday and 7am to 10pm on Friday and Saturday, or as posted at the door. The pool is heated year round. The clubhouse is available for rental year-around. In the summer months, during swim lesson times (9:00am-12:00 pm), use of the pool is restricted to those children enrolled in swim lessons.
14. Lifeguard, Pool Manager, and Board Member instructions and decisions are to be followed immediately and exactly.
15. Ladders are to be used for getting in and out of the pool only.
16. When the lifeguards are on duty, **children ages 10 to 17** may go to the pool without an adult. Children must have their **Child Identification Card** to swim during lifeguard hours without their parent/guardian, and must sign-in upon entry and sign-out upon exit of the pool area. Your child may not bring a friend/guest to the pool during this time. An adult must accompany children under the age of 10 even when the lifeguards are on duty.
17. When parking, please be considerate of our QSC neighbors. Do not park in the **red** zone.

To insure identification, the membership parties agree that:

18. Members who baby-sit must purchase a separate \$50 membership for each child they bring to the pool. A parental consent form must accompany this membership. If you employ a babysitter/nanny, and that individual will be bringing your children to the pool, the babysitter/nanny must purchase a separate \$50 membership. These memberships have no guest privileges.
19. Keycards are issued to adult members only. **Keycards will be confiscated if found in the possession of anyone under 18.**
20. Children ages 10-17 swimming without their parent/guardian while the lifeguards are on duty must carry their Child Identification Cards and sign-in upon entry and sign-out upon exit.
21. A non-refundable fee of \$50 must be paid to replace a lost keycard.
22. Trespassing Law SJMC 4282 will be strictly enforced (cite: \$250 fine, arrest if necessary).
23. The ID sticker must be kept on the keycard at all times.
24. You must show your keycard and ID tag to any member or employee of QSC who requests it.

To ensure sanitation, the membership parties agree that:

Children ages 3 & under and children who are not toilet trained MUST wear a non-disposable, snug-fitting swim diaper when using the pool. Even with this precaution, the child's parent is ultimately responsible for clean-up costs if a pool contamination occurs.

25. If an unsanitary condition occurs, follow the "Pool Contamination Procedures" posted on the pump house fence. The situation must be reported to a lifeguard, pool manager, or board member immediately so appropriate action can be taken to insure the safety of our members. The member (or family) responsible for contamination of the pool will be accountable to pay for clean up and loss of pool use by other members. This cost ranges from \$250 to \$500 per incident.
26. Members and guests with open wounds, rashes, sores, ulcers, skin infections, discharges from ear/nose, and carriers of infectious disease or illness will not be permitted into pool areas. Anyone with a stomach disorder or diarrhea within the last 24 hours must not go swimming.
27. Parents must accompany young children to the bathroom for safety reasons as well as to avoid unacceptable bathroom procedures.
28. Showers must be taken before pool use. Please use the outside shower. **All showers should be brief and for rinsing purposes only before and after pool use.**
29. The bathrooms must be used in a responsible manner. Please clean up after yourself.
30. Food can be eaten in the table areas only, and members and their guests are responsible for cleaning food areas after their use (sweeping and wiping tables as necessary.)
31. **No glass containers** are allowed on the pool deck.
32. The use of alcoholic beverages is restricted to social functions when the Clubhouse is rented. Alcoholic beverages are never permitted on the pool deck or in the BBQ area.
33. **Smoking is not allowed anywhere on the premises.**

To insure guest privileges, the membership parties agree that:

34. Swimming **guests must always pay \$5 per visit** regardless of time or day of the week. **A QSC member must always accompany guests.**
35. Guest swim fees must be placed in the "Guest Mailbox" located next to the Clubhouse patio doors upon entering the pool area. Look for the Guest Swim Pass sign on the wall.
36. Members may have a maximum number of ten (10) in your party. This total number of ten (10) in your party includes your family members, other QSC members, and guests. The clubhouse must be rented when the total number of your party exceeds ten (10). With rental of the clubhouse, there is a maximum of 20 non-member swimmers.
37. Members can rent the Clubhouse for \$75 (for 3 hours, each additional hour is \$25) through the Clubhouse Manager, with a maximum of 20 non-members swimming. Guest swim fees must be paid for those swimming during clubhouse rental (\$5 per guest purchased through the Clubhouse Manager.)
38. The swimming pool or portions of it cannot be reserved or restricted from use by other members.
39. Babysitter/nanny memberships and children who have a childcare provider membership have no guest privileges.
40. Possession of a keycard by a guest or non-member is not allowed. The keycard will be confiscated and membership may be revoked.
41. All members are encouraged to check keycard/ID tag and report to the pool manager or lifeguards a violation of these rules. **Please do not allow someone to follow you through the door. All members must use their key cards to access the pool at all times.**

In addition, any additional rules that are made by the board to meet COVID guidelines set by Santa Clara County must be followed, including but not limited to wearing masks when not in the pool, restriction on guests and limitation of the number of swimmers in the pool.



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Acknowledgment of Queensborough Swim Club Rules

By signing below, I acknowledge that I have read the 2021-22 Queensborough Swim Club Membership Agreement and agree to abide by the Rules and Regulations set forth therein. I understand that failure to abide by these rules will result in a cancellation of my membership from Queensborough Swim Club. No refunds will be provided.

SIGNATURE _____ PRINTED NAME _____ DATE _____



**RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

In consideration for being permitted to utilize the facilities, services, and programs of the Queensborough Improvement Association for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the Queensborough Improvement Association, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Queensborough Improvement Association for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE QUEENSBOROUGH IMPROVEMENT ASSOCIATION FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE QUEENSBOROUGH IMPROVEMENT ASSOCIATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Queensborough Improvement Association, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the Queensborough Improvement Association.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the Queensborough Improvement Association premises or in any way observing or using any facilities or equipment of the Queensborough Improvement Association or participating in any program affiliated with the Queensborough Improvement Association whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the Queensborough Improvement Association and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Queensborough Improvement Association.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE:

SIGNED _____ PRINT NAME _____ DATE __/__/__
(Signee above must be the legal parent or guardian of any minors listed below)

SIGNED _____ PRINT NAME _____ DATE __/__/__
(Signee above must be the legal parent or guardian of any minors listed below)

FAMILY MEMBERS UNDER AGE 18 (PRINT NAME & DATE OF BIRTH)

NAME:	DOB:
NAME:	DOB:
NAME:	DOB:
NAME:	DOB: