



APPLICATION FOR CLUB PRIVILEGES
& MEMBERSHIP AGREEMENT

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RESPONSIBLE PARTY NAME _____ DATE OF BIRTH _____

HOME ADDRESS _____ CITY _____ ZIP _____

PHONE NUMBER _____ EMAIL _____

MEMBERSHIP TYPE

REGULAR FULL-USE _____ INDIVIDUAL _____ COUPLE/FAMILY

SHORT TERM MONTH-TO-MONTH _____ INDIVIDUAL _____ COUPLE/FAMILY

DESIRED START DATE _____ END DATE (IF SHORT TERM) _____

If applying for family privileges, please list additional members who are to have playing privileges under the Agreement (in addition to Responsible Party):

NAME	RELATIONSHIP	DATE OF BIRTH	PHONE & EMAIL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EMPLOYMENT INFORMATION

RESPONSIBLE PARTY'S EMPLOYER _____ POSITION _____

ADDRESS _____ CITY & STATE _____ ZIP _____

BUSINESS PHONE _____ LENGTH OF EMPLOYMENT _____

PREVIOUS EMPLOYMENT OR BUSINESS _____

BILLING INFORMATION

MONTHLY INVOICES SHOULD BE SENT TO _____ HOME _____ BUSINESS || VIA _____ EMAIL _____ MAIL

REFERENCES

CLUB AFFILIATIONS _____

BANK REFERENCES _____

I (We) hereby apply for membership at Malibu Racquet Club. I (We) have read, understand, and agree to be bound by the terms of this Application Agreement, including the Club Rules & Regulations, and I (We) acknowledge that a complete copy of this Application for Club Privileges was provided to the Responsible Party when the Application was signed. I (We) further agree to be bound by the Club's rules and regulations, a copy of which was also provided.

The length of the term of this Membership Agreement is month-to-month.

RESPONSIBLE PARTY / PARTICIPANT'S SIGNATURE _____

DATE _____

(Responsible Party, individually, and as an authorized agent for Additional Members listed above)

You may cancel this agreement at any time prior to midnight of the fifth business day of Malibu Racquet Club after the date of this Agreement, excluding Sundays and holidays. To cancel this Agreement, mail, email, or deliver a signed and dated notice which states that you are cancelling this Agreement, or words of similar effect. The notice should be sent to:

Malibu Racquet Club, 23847 Stuart Ranch Road, Malibu, California 90265 or info@maliburacquetclub.com.

ASSUMPTION OF RISK AND LIABILITY WAIVER AND RELEASE

I, the Responsible Party, on my own behalf, on behalf of all those who are listed as Additional Members under this Agreement, including my minor children and my/their personal representatives, assigns, successors, heirs, and next of kin (hereinafter collectively referred to as "the Releasors") acknowledge and agree that the use of the facilities, services, equipment, or premises of Malibu Racquet Club (the "Club") by the Releasors involves risk of injury to persons or property. The Releasors assume full responsibility for such risks for myself/themselves. In consideration of being permitted to enter and use the Club's facilities for any purpose, including, but not limited to, observation, services, equipment, training, or participation in any way, the Releasors agree to the following: the Releasors do hereby release and hold harmless the Club, its members, managers, and their and its directors, officers, shareholders, parents, subsidiaries, employees, trustees, independent contractors, successors, assigns, and agents (collectively "Club Affiliates") from all physical or mental injury or death to any of the Releasors and property damages, including theft, sustained by any Releasors, whether caused by the active or passive negligence of the Club or otherwise. This release of liability includes, but is not limited to claims based on the following: the Club's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities; the Club's negligent instruction or supervision, including personal training, or inadequate security or staffing while any of the Releasors is in, upon, or about the Club's premises; the Releasors' use of the Club's facilities, services, or equipment; and/or slipping or tripping anywhere in or about the Club. Such facilities may include, but are not limited to: exercise equipment, locker rooms, sidewalks, parking lots, stairs, spa, sauna, steam room, tennis/racquet courts, restaurant, or lobby area. Such risk or injury includes, but is not limited to injuries arising from the participation by any of the Releasors or others in supervised or unsupervised activities at the Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others, arising from exercising or any recreational use of any of the Club's facilities or while participating in any of the Club's programs, and accidental injuries occurring anywhere in or about the Club, including its dressing rooms, showers, and other facilities.

The Releasors also agree to indemnify the Club and Club Affiliates from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Releasors in, upon or about the Club's premises or in any way observing or using any of the Club's facilities, services, or equipment, whether caused by the Releasors' negligence or otherwise. The Releasors expressly agree that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing release and waiver is held invalid, then it is agreed that the remainder of this release and waiver of liability and indemnity agreement shall continue in full force and effect.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability, and express assumptions of risk and indemnity agreement. I am aware and agree that by executing this waiver and release, I, and all the Releasors are giving up any rights I/they may have to bring a legal action or assert a claim against the Club for its negligence, or for any defective product on its premises.

I represent that I have the actual authority to, and do hereby enter into this Agreement on my behalf and as an authorized agent or parent or legal guardian for all of the Releasors. I have read and voluntarily signed this waiver and release and I further agree that no oral representatives, statements or inducement apart from the foregoing written Agreement have been made to me or any of the Releasors.

RESPONSIBLE PARTY / PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S SIGNATURE

DATE

ADDITIONAL TERMS AND CONDITIONS OF MEMBERSHIP

1. **Agreement to Pay Fees.** Responsible Party agrees to pay to Malibu Racquet Club ("the Club") the initiation fee as detailed in the Club's current schedule of rates and fees. In addition to this one time initiation fee the applicant agrees to pay the monthly dues as set forth in the current schedule of rates and fees. It is understood that the monthly dues may change from time to time. Failure to pay the appropriate monthly dues or other Club charges when due, or failure to follow any of the Club rules may result in termination by the Club of the applicant's right to use the Club facilities. If membership is terminated for any reason, either by the Club or the member, the initiation fee will not be refunded, except as otherwise provided in this Agreement.
2. **Membership / Participant Agreement.** You have purchased a Membership with the Club and you (and all Additional Members, collectively "Participants") agree to abide by all terms in this agreement, and to follow the Club's established Membership Policies and any posted or published Club Rules. Your Membership permits the Participants to use the Club's premises, facilities, equipment and services (collectively, the "Facilities") in conformity with your Membership Type. Your Membership must be in good standing to use the Club's Facilities. The Club reserves the right to amend its Membership Policies and Club Rules from time to time in its sole and absolute discretion. The failure of Participants to follow the Membership Policies and/or Club Rules may result in cancellation of the Membership. The Membership is non-transferable, non-assignable, and it does not give you any legal or financial rights in the Club, its management, property, assets, or operation.
3. **Membership Initiation and Monthly Dues.** The membership enrollment fee is a one-time fee provided that the membership status does not change or lapse. The monthly dues are payable on the 15th day of each month and must be paid in full.
4. **Terms of Membership.** Your initial membership begins when this application is accepted, you sign this Agreement, and pay the first month's dues and initiation fees. For time commitment and prepaid memberships, your initial membership period ends, your membership automatically continues as a Month-to-Month Membership, which you may terminate at any time by sending a written termination notice to the Club at least thirty (30) days prior to your termination date.
5. **Facilities, Services and Hours of Access.** The membership commences when the Membership Agreement is signed and the Application is approved by the Club. The Participants are entitled to use the Club's facilities and services. The Club's facilities include cardiovascular, weight and other exercise equipment, sports training facilities, speed, agility, and fitness training, tennis facilities, and instruction areas. The Club's services include classes in various activities, such as group training and other physical activities. The minimum hours of access are Monday through Saturday from 7:00 a.m. to 10:00 p.m. Sunday the minimum hours of access are from 8:00 a.m. to 10:00 p.m. On holidays, the Club's services, facilities, and hours of access may be limited and/or unavailable. The Club reserves the right to change the hours of access on 30 days notice.
6. **Tennis Instruction and Personal Training.** Each Participant understands that the Club will designate certain approved instructors, and that such instructors may be hired by the Participant in association with his or her use of the Malibu Racquet Club facilities. Said instruction is not provided by the Club. Persons who provide instruction on these premises are independent contractors, not employees of the Club. Only Club-approved instructors may provide such instruction.
7. **Guest Policy.** Guests must be accompanied by a Participant, and may use the Club's Facilities subject to payment of the current guest fee, and execution of a Waiver and Release of Liability and Indemnity Agreement. For any minor guests, a Waiver and Release of Indemnity Agreement must be signed by the minor guest's parent or legal guardian. All guests must abide by the Club policies, rules, and regulations.
8. **Statutory Cancellation Rights.** If the cost of the membership, including initiation fees, is between \$1,500 and \$2,000, you have the right to cancel this membership within 20 days after the contract is executed. If the cost of the membership, including initiation fees, is between \$2,001 and \$2,500, you have the right to cancel this membership within 30 days after the contract is executed. If the cost of the membership, including initiation fees, exceeds \$2,501, you have the right to cancel this membership within 45 days after the contract is executed.
9. **Cancellation Upon Relocation.** This Agreement may be canceled before the expiration of the term if the Responsible Party moves more than 25 miles from the Club, and the responsible Party is unable to transfer this membership to a comparable facility. The Responsible Party may request a refund for any unused portion of pre-paid services (if the member has paid in advance). The Club reserves the right to charge a cancellation fee of \$100 if less than one-half of member's contract term has expired, or, \$50 if more than one-half of member's contract term has expired. The member must provide proof of the move (e.g., lease agreement, employer notice, etc.).
10. **Cancellation Upon Death or Disability.** If by reason of death or disability of a Participant, the Participant is unable to receive all services for which participant has contracted, the Participant and his/her estate shall be relieved from the obligation of making payment for such services other than those services received prior to death or the onset of disability. In the event Participant has prepaid any sum for services, so much of such sum is allocable to services the Member has not taken shall be promptly refunded to Responsible Party or his/her representative on request. "Disability" means a condition which prevents the Participant from physically using the facilities, and the condition is verified by a physician.
11. **Personal Property Liability.** The Club is not liable to Participants or their guests for personal property, including any automobile or its contents, that are lost, stolen, damaged, or misplaced while Participant(s) or their guests are on or about the Club's premises. Participant and Participant's guest assume the risk of any loss, theft or damage to his/her personal property while in, or about, the Club's premises, and Participant and Participant's guest release the Club from all liability with respect thereto. The Club may provide lockers, cubicles, or other storage for Participant's and Participant's guest's personal property; however, the provision of such storage facilities is as a courtesy only, and neither the Club nor its employees or agents make any representation or warranty regarding the security of such storage or assume any responsibility or liability with respect to any property that is lost, stolen, damaged or misplaced.
12. **Temporary Unavailability of Facilities or Change In Type, Quantity or Schedule of Classes or Equipment.** The Club may temporarily take facilities or equipment out of operation for reasonable repairs, modifications, substitutions, or improvements. The Club reserves the right to make changes to the type or quantity of classes or equipment offered.
13. **Notice.** Any written notice required or permitted to be given to you by the Club under this Agreement shall be considered duly given when personally delivered to you or mailed to your address as it appears on this Membership Agreement, or any subsequent address provided by you to the club in writing. Any notice required or permitted to be given by you to the Club is be considered duly given when received in writing by the Club's office.

14. **Change of Address.** Responsible Party shall give written notice to the Club of any change of address and/or telephone numbers.
15. **Termination for Cause by Club.** The Club may, at its option, terminate a Participant's membership if (1) Responsible Party/Participant fails to make timely payments under any payment plan, (2) Responsible Party/Participant fails to follow the Club's membership rules and regulations or this Agreement, or (3) Responsible Party/Participant's conduct is improper or harmful to the best interest to the Club or its members. Termination for cause is effective on the date of the Club mails a written notice to responsible Party/Participant's last known address. Responsible Party/Participant remains financially responsible for all dues and charges incurred until the date of termination.
16. **Termination Without Cause by Club.** The Club reserves the right to terminate Responsible Party/Participant's membership for any reason not identified in this Agreement and that is not prohibited by law. If the Club terminates Responsible Party/Participant's membership under this provision, the Club will mail written notice to Responsible Party/Participant's and refund any unused prepaid dues.
17. **Physical Condition and No Medical Advice.** Each Participant represent that he or she is in good physical condition has no medical condition or impairment that might prevent him/her from his/her intended use of the Club's facilities. Each Participant acknowledges that the Club did not, has not, and will not give any medical advice at any time relating to Participant's physical condition and Participant's ability to use the Club's facilities. If a Participant has any medical concerns, those concerns should be discussed with a physician before using the Club's facilities. Each Participant acknowledges that neither the Club, Club Affiliates, nor any of its owners, employees or agents are licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice. Each Participant represents that they are in good physical condition and that they have no disability, impairment or ailment preventing them from engaging or participating in active or passive exercise which will be detrimental to their health, safety, comfort, or physical condition. The Club has relied upon this representation, and therefore it has not made any examination of Participant to determine whether Participant can or should use the Club's facilities. A Participant who is placed under the care of a medical professional shall provide the Club with a release from their physician in regard to their ability to participate in club activities and programs.
18. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
19. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a court of jurisdiction, the remaining provisions shall remain enforceable. The Club's failure to enforce any remedy or provision of this Agreement shall not be construed as a waiver of such remedy or provision.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between parties. This Agreement may be altered or amended only by written instrument signed by both the Responsible Party and the Club. This Agreement supersedes all prior agreements and understandings, whether written, oral, or inferred by the conduct of the parties, if any, between any one or more of the Participants/Members and the Club or Club's predecessors in interest.
21. Any person of good character who is at least 10 years of age, is eligible to be a Participant at the Club. Participant status will not be denied on the basis of race, creed, religion, or national origin, nor shall any aspect of such matters ever be made a condition of membership.
22. **Refund Upon Cancellation.** Should a member want to cancel their membership for any reason after the fifth business day following the day this agreement is signed the member can do so by sending the club an email or filling out our Cancellation of Membership form. If the notification is made by the 20th of the month, the membership will expire at month's end. After the 20th, the member will be charged for the following month.
23. **DISCLAIMER OF RESULTS.** RESPONSIBLE PARTY/PARTICIPANT ACKNOWLEDGES AND AGREES THAT NO WARRANTIES OR REPRESENTATIONS HAVE BEEN MADE REGARDING THE RESULTS THAT RESPONSIBLE PARTY/PARTICIPANT MAY OR MAY NOT ACHIEVE FROM THE USE OF THE CLUB OR ANY SPECIALIZED PROGRAM OFFERED BY THE CLUB. RESPONSIBLE PARTY/PARTICIPANT UNDERSTANDS THAT RESULTS ARE INDIVIDUAL AND MAY VARY. RESPONSIBLE PARTY/PARTICIPANT ACKNOWLEDGES AND AGREES THAT THERE ARE DANGERS AND RISKS OF INJURY OR PHYSICAL DISORDER INHERENT IN PARTICIPATION IN ANY ATHLETIC ENDEAVOR AND THAT PARTICIPATION IN THIS PROGRAM DOES NOT REMOVE THESE DANGERS OR THE RISK OF INJURY OR PHYSICAL DISORDER.

Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

Subject to the terms and conditions contained in this Membership Agreement and the Club Rules and Regulations, The Club hereby accepts this membership Application.

DATE

MANAGER SIGNATURE

MANAGER PRINT