



MEMBERSHIP AGREEMENT

2024 SUMMER MEMBERSHIP APPLICATION FORM **Swim & Fitness Center**

MEMBERSHIP TYPE: (select one)

Summer Membership: ☐ **FAMILY** ☐ **COUPLE** ☐ **INDIVIDUAL**

All Summer Memberships are a 5-month contract, running from 5/1/24 - 9/30/24. No early termination permitted. Pilates not included.

MEMBERSHIP NUMBER: _____

KEY CARD NUMBERS: _____

Member 1 Name: _____

Birth Date: _____ Fitness Classes: **Y or N**

Email: _____ Cell Phone: _____

Member 2 Name: _____

Birth Date: _____ Fitness Classes: **Y or N**

Email: _____ Cell Phone: _____

Home Address: _____

Billing Address: _____
*(if different from
above)*

Have you been a member of Red Hawk Swim & Fitness in the past?: **Y or N**

If yes, when?: _____

MEMBERSHIP DEPENDENTS

Only pre-qualified and listed individuals will be offered Dependent privileges.

Included Dependents: Dependents are defined as unmarried children under the age of 22 who live at home.

<u>Name</u>	<u>Birth Date</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each additional Dependent will be an additional \$20.00 per month, per Dependent.

<u>Name</u>	<u>Birth Date</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____

Caretaker Dependents \$45 per month (manager approval required)

<u>Name</u>	<u>Birth Date</u>	Managers Initials for approval
_____	_____	_____
_____	_____	_____

For Red Hawk Use Only:

S&F Sales Associate:

Print Name

Date:

COMMENCEMENT DATE AND FEES

Membership Commencement Date:

Contract Period: 5/1/2024 to 9/30/2024 *(no cancellation permitted)*

Membership Fees:

- ☐ Summer Family (\$220 per month) \$_____
- ☐ Additional ____ Dependents (when over 4, \$20 each) \$_____
- ☐ Summer Couple (\$200 per month) \$_____
- ☐ Summer Single Swim and Fitness (\$120 per month) \$_____
- ☐ Caretaker Dependent _____ \$_____
- (\$45 each per month, max of 2)*

First month's dues *(pro-rate if not 1st day of month)*: \$_____

Administration Fee:

- ☐ \$60 charged to all memberships \$_____

Total Amount Due Today:

\$_____

Regular Monthly Rate:

\$_____

Will be charged on or about the 5th of each month

THIS MEMBERSHIP AGREEMENT IS OFFERED SUBJECT TO ALL OPERATION OF THE RED HAWK GOLF AND RESORT SWIM & FITNESS CENTER IS SUBJECT TO ANY AND ALL RULES, REGULATIONS, GUIDELINES, DIRECTIVES, AND ANY OTHER GOVERNMENTAL AGENCY STATEMENTS about the operation of swim and/or fitness or exercise or group exercise classes implemented or published by the State of Nevada, the Governor of the State of Nevada, Washoe County Health District, or any other agency or governmental body with jurisdiction over Red Hawk Swim & Fitness.

It is the intention of The Swim & Fitness Center at Red Hawk to provide facilities and amenities for the enjoyment of its members and guests. The Center desires to provide its services in a safe and healthy manner for all of its guests and employees. However, some operations may be restricted or modified from time to time to accommodate COVID-19 guidelines, rules, regulations, and directives, or other similar matters.

The Swim & Fitness Center at Red Hawk may, from time to time, make changes to its operations, operation hours, facilities, and amenities available, to accommodate the safety and health of its members, guests and employees, those changes will be posted around the facility, and as practicable, sent out by email notification as well.

Therefore, this agreement is offered in consideration of the foregoing and all conditions, restrictions, guidelines, and circumstances related to and arising from COVID-19 and similar matters, and all parties entering into this agreement mutually agree to these conditions and circumstances, as they proceed to enter into, execute and deliver this agreement to each other.

THIS MEMBERSHIP AGREEMENT (“**Agreement**”) is made by and between **RED HAWK LAND COMPANY, LLC**, a Nevada limited liability company (“**Owner**”), doing business as THE SWIM & FITNESS CENTER AT RED HAWK (“**Center**”), and _____, an individual, and _____, an individual (collectively and individually referred to herein as “**Member**”).

ARTICLE 1

MEMBERSHIP

Section 1.01 Nature of Membership. Membership does not confer or carry with it any interest in the property or assets of the Center, or any right on the part of Member to participate in the management or operations of the Center, financially or otherwise. Membership confers solely the non-exclusive right to use and enjoy the facilities of the Center in accordance with the Center’s rules and regulations (“**Rules and Regulations**”), which may be changed from time to time without prior notice by the Center and without the consent of Member.

Section 1.02 Conditions of Membership. Membership is open to any family or individual of good character and responsible credit background without regard to race, sex, ethnic background, or religion. A family is defined as a married couple and any dependent children, under the age of eighteen (18), who live at home. All applications for membership are subject to approval by the Center, which shall have sole discretion to approve or reject applicants for any legal reason whatsoever. The Center may, at its sole discretion, place applicants on a waiting list pending the availability of memberships in the Center and upon such terms and conditions as the Center may establish from time to time. Member shall be subject to the Rules and Regulations, including any revisions thereof. The categories of membership in the Center may be changed from time to time in Owner’s sole discretion.

Section 1.03 Payment of Enrollment Fee. New and rejoining Members are subject to any applicable enrollment fee which the Center deems appropriate. The amount, manner, and time of payment of such fee shall be established by the Center and may be changed from time to time. **No portion of such fee will be refunded upon termination of membership.**

Section 1.04 Dues and Charges. Monthly dues and shall be paid in advance of Member’s use of the Center. The current dues and charges for each category of membership in the Center shall be subject to increase at any time. The obligation to pay dues is not dependent on the availability of any or all of the Center’s facilities at all times, or the type or quantity of the classes or equipment offered at the Center. Repairs, maintenance, programs, special events, government or government agency guidelines for closure, shutdown, or cleaning, and/or any other circumstances may make it necessary, and the Center reserves the right, to restrict use of, or close one or more of the facilities, and to change the type and quantity of the classes and equipment offered at the Center. Dues will not be reduced or suspended during the time when one or more of the facilities are not available.

Section 1.05 Voluntary Resignation / Cancellation.

- a. **All Summer Memberships are a contracted period thru 9/30/2024, and dues paid are non-refundable.**
- b. **There is no cancellation for Summer Memberships, the term of the contract shall run thru September 30 of the current year that the Membership Agreement was signed.**

MEMBER MUST SIGN stating they have read and understand the cancelation provision set forth in this Section 1.05

Signature:	Print:
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Section 1.06 Involuntary Termination and Suspension. The Center may immediately and without advance notice, terminate or suspend the membership or privileges thereunder of Member for failure to comply with the terms of this Membership Agreement, with any of the Rules and Regulations, or for any conduct which the Center determines in its sole discretion to be improper or in any way contrary to the best interests of the Center and its membership. Any violence or threats against any Center staff member or employee, or any other member or any guest at the Center, or against any of Center’s property may result in termination of Membership. A terminated Member will remain liable for all dues and other indebtedness incurred prior to termination of the membership. A suspended Member will remain liable for all dues and other indebtedness incurred prior to and during the period of suspension of the membership. Closure of the Center as a result of a pandemic, virus, or any other governmental shutdown, closure, or guidelines for closure for the safety of members, guests, and/or employees is not a termination of membership.

Section 1.07 Reinstatement. Reinstatement of any resigned or terminated Membership shall be at the sole and absolute discretion of Owner. However, any Member wishing to rejoin the Center must submit a new membership application and comply with all of the terms and conditions of membership agreement and Center, including, payment of a new member initiation fee.

ARTICLE 2

WAIVER OF CLAIMS

Section 2.01 Assumption of Risk. Member knows, understands, and appreciates the risk of entry upon and use of the Center's facilities, including, but not limited to, loss of or damage to personal property, illness or sickness of any kind type or nature, serious or catastrophic personal injuries, and death. Member confirms that he/she is voluntarily assuming the risk of participating in the Center's fitness activities and entering upon and using the facilities and equipment, and Member hereby expressly assumes all risk that he/she may suffer personal, bodily, or mental injury, illness or sickness of any kind type or nature, or death, economic loss, or damage as a result of his/her entry upon or use of the facilities or equipment or participation in the Center's activities. Member acknowledges and agrees that he/she is solely responsible for his/her safe and responsible entry upon and use of the facilities and equipment, whether or not supervised by the Center's representatives, and that the Center shall not be liable for any injuries, illness or sickness of any kind type or nature, or any damage to Member or any of Member's guests, or the property of Member or any of Member's guests, including, but not limited to, articles damaged, lost, or stolen in or about the Center or from lockers, or for loss or damages to any property, including, but not limited to, automobiles and the contents thereof.

Section 2.02 Release and Waiver of Claims. In consideration of being permitted to enter upon the facilities and use the equipment and participate in the Center's activities, on behalf of him/herself and Member's guests (as defined in the Membership Application Form) and each of their respective spouses, children (including unborn), heirs, representatives, guardians, successors and assigns (collectively, the "**Member Parties**"), Member releases and discharges the Center, Owner, and their respective affiliated organizations and each of their owners, partners, members, directors, officers, employees, contractors, and agents (collectively, the "**Center Parties**") from any and all claims, causes of action, or liability for any damages to or loss of property, injuries, illness or sickness of any kind type or nature, or death that any of the Member Parties may suffer in or about the Center resulting from any of the Member Parties' participation in the Center's activities or entry upon or use of the facilities or equipment, whether or not the same arises from or results from any act, conduct or omission of any of the Center Parties.

Section 2.03 Indemnification. Member agrees to hold harmless, indemnify, and defend the Center Parties from all claims, demands, causes of action, or liability, including, but not limited to, attorneys' fees, expenses, costs, and all consequential damages for any loss, damage, or injury to persons, illness or sickness of any kind type or nature, or property arising from or relating to any of the Member Parties' participation in the Center's activities or entry upon or use of the facilities or equipment, whether or not the same arises from or results from any act, conduct, or omission of any of the Center Parties.

ARTICLE 3

USE OF FACILITIES, GENERAL RULES AND REGULATIONS

Section 3.01 Billing. Member Dues are owing regardless of whether the Center is open or must close because suggested or required by any governmental agency or for any matter related to a governmental agency suggestion or mandate. Dues will be debited from Member's designated bank account on or about the fifth (5th) day of each month. The monthly charge will reflect the next month's dues and any past month's charges. Any outstanding balance not paid by the fifteenth (15th) of each month will again be attempted to be debited from Member's designated bank account.

Section 3.02 Late or Returned Item Charges. A charge of **THIRTY-FIVE DOLALR (\$35)**, will be assessed for returned checks, insufficient funds, closed accounts, frozen or declined credit cards or similar circumstances, which result in late or delayed payment to the Center. Member is responsible for providing accurate and updated information on his/her account to ensure timely receipt of payment, including, without limitation, current credit/debit card account information. These late charges and fees will continue to accrue monthly against Member's past due account balance until the balance, late charges and fees are paid in full. The Center reserves the right to re-attempt collection of Member's outstanding balance until such time as Member's account is current.

If Member Dues are not fully paid by the 15th of the month, the Member's access to all facilities will be suspended until the account is brought current.

MEMBER MUST SIGN stating they have read and understand the provisions set forth in this Section

Signature:	Print:
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Section 3.03 Damages. Member shall be responsible for any damage to the Center's property caused by Member or any Member Party.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.01 Modifications. All fees, dues, charges, and the Rules and Regulations are subject to change by the Center's management from time to time. Members may be notified of such changes in any manner which the management of the Center deems appropriate.

Section 4.02 Photos and Videos. At times the Center may take photos or videos to be used for marketing purposes. Members agree to allow their likeness and images to be used by the Center.

Section 4.03 Approval of Application. Membership is subject to approval by the Center and shall not be effective unless and until this Agreement is executed by the Center. Member acknowledges that he/she has carefully read this Agreement and understands its terms and conditions, including the waiver and release of liability, and agrees to be bound by all of its terms and conditions. Member is signing this Agreement of his/her own free will and intends for his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Section 4.04 Governing Law. The laws of the State of Nevada (without giving effect to choice of law or conflict of law principles) shall govern this Agreement. Any action to interpret or enforce the terms of this Agreement shall brought in a court of competent jurisdiction or other appropriate venue in Washoe County, Nevada.

Section 4.05 Severability. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Nevada, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 4.06 Entire Agreement. This Agreement and the Rules and Regulations contain the entire agreement of the parties hereto with respect to the subject matter hereof, and supersede all prior arrangements, written or oral, between the parties.

Section 4.07 Waiver. The Center’s failure to require performance of any provision of this Agreement shall not affect the Center’s right to require performance at any time thereafter, nor shall a waiver of any breach or default under this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 4.08 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which when taken with the others shall be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

I/we agree to be bound by the terms found in the Membership Agreement and the Rules & Regulations as they now exist and as they may be amended or supplemented. I/we agree to indemnify and hold harmless from liability the Center, its management, and its owners from any injury to my/our body or property or the body or property of my/our Dependents, Extended Family Guests, or Member Guests incurred as a result of using the Center facilities.

APPLICANT SIGNATURE(S):

Signature of Applicant

Date

Signature of Applicant

Date

MEMBERSHIP APPROVED BY:

RED HAWK LAND COMPANY, LLC,
a Nevada limited liability company
d.b.a. THE SWIM & FITNESS CENTER AT RED HAWK

Print Name:_____

Signature: _____

Title: _____

Date:_____



PAYMENT AUTHORIZATION

I authorize any and all membership charges and delinquent charges incurred on my account with the Center to be charged to the account listed below. I certify that the below listed account is issued to me and agree that all disputes on my account relating to the Center will be promptly brought to the attention of the Center. I understand that I am obligated to keep a valid approved ACH account on file with the Center at all times. In the event I fail to update the ACH account information on file with the Center, I acknowledge and agree that I will be subject to a \$35 charge per section 3.02.

PRIVACY DISCLOSURE: The payment information collected to administer your membership account is treated confidentially and will not be shared with anyone except financial institutions and those employees used to process payments. Your payment information is NOT shared, sold, or made public in any way.

Date

Signature of Applicant

Cardholder Name: _____
(As it appears on the card)

Cardholder Signature: _____

The undersigned hereby further authorizes the disclosure and release of information to the Center for investigating my qualifications for membership, including, without limitation, to my credit history.

Debit/Credit Card Type: _____ Expiration Date: _____

Debit/Credit Card Number: _____

Debit Card Billing Zip Code: _____