



BOARD USE	Date
Date Received	
Approved	
Bob Scott	

MBBC SWIM LESSON APPLICATION

Procedure: Swim lessons are for the exclusive use of "Members" children only. Lessons are not available for junior playing members, friends, relatives, or neighbors and a member must accompany the child (no nannies, relatives, neighbors or friends) during the lesson period. This form must be filled out and signed by the member requesting swim lessons. When completed, contact the Vice-President at vicepresident@mbbadmintonclub.com for approval.

Member Name: _____

Child's Name: _____

Age: _____ Swimming level (circle): Beginner Intermediate Advanced

Emergency Contact information: _____

Email: _____

Assumption of Risk, Liability Waiver, Release and Indemnity Agreement *Please Read Carefully*

In consideration of my child's Junior Membership in Manhattan Beach Badminton Club ("Club"), on behalf of myself, and my respective heirs, executors, guardians, legal representatives, and administrators and assigns, I agree and acknowledge the following, which shall survive any termination of my membership:

1. Club Rules. I agree to abide by the Club's Bylaws and Principals Governing Use of the Manhattan Beach Badminton Club and Grounds and any other policies or rules of the Club, as such Bylaws, Principals and any other policies or rules, including (a) the payment of dues and assessments, (b) performance of work days, and (c) policies and procedures regarding guests.

2. Assumption of Risk. Participation in Club activities and use of Club facilities is entirely voluntary and for my recreational and social enjoyment. I recognize that use of the Club's facilities and participation in Club-related activities involves risks and dangers, including but not limited to the risks of personal injury, property loss, drowning, consumption of food or drink, first aid and emergency treatment, and I freely assume all risks including unforeseen risks.

The Club is not my insurer. I will maintain such insurance as I deem prudent to protect myself, my family and guests from all risks.

3. Liability Waiver and Release. To the fullest extent permitted by law, I waive all claims, forever release and promise not to sue the Club for any and all harm, loss, personal injury or property loss and any and all actions, causes of action or demands therefore or related to, arising from use of the Club's facilities or participation in any Club-related activity by me, my family and guests, including as a result of any negligence of the Club.

4. Indemnification, Attorney's Fees. If I or any third party makes any claim or sues the Club as a result of any act or omission of myself, my family or guests, I promise to hold harmless and indemnify the Club from and against any damage, liability, loss, cost or expense including attorney fees, in connection with such claim or suit. If I sue the Club, the prevailing party will be awarded reasonable attorneys' fees and costs incurred in such action or proceeding, or in the enforcement of any judgment or award rendered.

5. Interpretation. As used herein, the "Club" shall mean the Manhattan Beach Badminton Club, its owners, members, directors, officers, employees, agents, assigns and representatives of any of them. This Agreement contains all of the understandings between me and the Club regarding the subject matter hereof, and may be modified only in a writing signed by the party to be charged. The above release and indemnity provisions are intended to be as broad and inclusive as permitted by law. The provisions of this Agreement shall be interpreted in such a way so as to render them valid whenever possible, and any ambiguity shall not be strictly construed against the Club. If any part of this Agreement is held invalid by a court having jurisdiction, the remainder shall continue in full force and effect.

6. Club Use: Lessons are for the exclusive use of "Member" only (no junior playing members, friends, neighbors or relatives) and a child must be accompanied by an adult "Member" during each swim lesson. Nannies, relatives, neighbors or any other non-member are not prohibited from supervising your child at the Club.

By signing below I certify that I have carefully read, understand and agree to all of the above terms.

Print Name

Signature

Date

House Chair

Date