

MBBC
PLAYING
MEMBER
APPLICATION



| Adult Badminton Chair | Date |
|-----------------------|------|
| Received | |
| Board approved | |
| Key/deposit accepted | |

Name: _____

Address: _____

Phone: _____ Email: _____

Employer: _____

Length of Employment: _____ Work Phone: _____

References: MBBC Members you have known for two years

1. _____ Ph# _____

2. _____ Ph# _____

Tournament Experience: Name-Date-Results

1. _____

2. _____

Manhattan Beach Badminton Club

516 Eighteenth Street, P.O. Box 3339, Manhattan Beach, CA 90266-MBBADMINTONCLUB.COM

Please Read Carefully

Assumption of Risk, Liability Waiver, Release and Indemnity Agreement

In consideration of my 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.

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

Signed _____

Dated _____

Manhattan Beach Badminton Club

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PLAYING MEMBERSHIP RESPONSIBILITIES

Please keep for your information

1. Playing members of the club shall be of tournament level caliber or actively involved in Badminton activities, such as the Southern California Badminton Association (SCBA) or USA Badminton (USAB).
2. Playing members shall be players whom the Adult Badminton Chairperson has selected for membership and who has been deemed to have met qualification as a player with tournament level ability or experience.
3. All playing members shall pay a non-refundable fee of \$25.00 when accepting a playing membership slot. Additionally, a \$150.00 refundable security deposit is required upon acceptance as a playing member. This deposit will be returned upon resignation upon return of key if monthly dues are current.
4. Playing member monthly dues are \$50.00, billed quarterly and prorated. This may change without notice. All playing members must enroll in the ACH (automatic withdrawal) system as a condition for being a playing member.
5. All playing members shall be approved by majority vote of the Board of Directors. Appointment to playing membership shall be for a period of six (6) months. Prior to the termination of each six month period, the qualifications and playing status of each Playing Member shall, upon the presentation of the Adult Badminton Chairpersons, be reviewed by the Board of Directors and, when found satisfactory, reappointment shall be for another period of six (6) months.
6. Playing members shall not have voting privileges, nor own stock, nor serve as officers on the Board of Directors.
7. Playing members are subject to all rules of the Club and obligations of membership as described in the By-Laws and Rules:
 - a. Playing members are required to earn three (3) workday credits as defined in Article II, Section 9(B) of the clubs By-Laws. These include a 4-hour workday at the club; conducting tournaments, working in the kitchen for tournaments, etc. Any workday credit not fulfilled will be billed to the playing member at the rate of \$150 for each missed workday (\$450 total).
8. Playing members may bring up to three (3) guests per visit. Each guest must be signed in before playing and the playing member shall be billed \$10 per visit for each guest. The same guest may play only twice per month.
9. A playing member may use the pool, spa and other Club facilities. Should a playing member bring a guest(s) to the pool or spa, a fee of \$5 per guest will be charged by having the guest sign a waiver of liability form located near the spa.
10. The playing member is responsible for the conduct and safety of their guests.

KEEP THIS FOR YOUR RECORDS