

**THE CLUB at Lake Cyrus  
Membership Application 2020**

LAKE CYRUS RESIDENT: \_\_\_\_\_

NON RESIDENT \_\_\_\_\_

**PLEASE PRINT**

Member Name \_\_\_\_\_ Home: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ (REQUIRED)

Address: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Children's Names	Age	Date of Birth (mm/dd/yyyy)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

**1. TERM OF AGREEMENT.** This Agreement between Lake Cyrus Club Properties LLC the ("Club") and \_\_\_\_\_ ("Member") is effective from May 23, 2020 to September 13, 2020 and, subject to early termination as provided below. Member must adhere to all Club Rules and Regulations. The Club reserves the right to change or update the rules, regulations, product, services and facilities at any time. Membership is non-transferable.

**2. TERMINATION BY MEMBER.** The Member may terminate this Agreement by providing written notification to the business office of the Club within three (3) business days after signing this Agreement. Upon the death or permanent disability of Member, this Agreement will automatically terminate. If Member relocates more than 15 miles from the Club, then this Agreement may be terminated at the Member's request upon receipt of written notification and proof of new residence. Termination will be effective after thirty (30) days of receipt of this information.

**3. TERMINATION BY CLUB.** The Club may terminate this Agreement and Member's membership at any time for any of the following reasons:

1. Non-payment of fees or dues.
2. Violation of the terms of this Agreement.
3. Violation of Club Rules and Regulations.
4. Unacceptable behavior.

Any violations and unacceptable behavior will be determined solely by the Club.

**4. PAYMENT ON TERMINATION.** All outstanding balances due from Member must be paid at the time of termination. Member will not be entitled to a refund of any amounts paid to the Club upon termination of this Agreement.

**5. MISCELLANEOUS.** This Agreement (and all attachments hereto), together with the Rules and Regulations of the Club, constitute the entire and complete agreement between the Member and the Club with respect to the subject matter hereof and supersede any prior oral or written agreements, understandings, announcements, advertising material and other information which may have been provided to Member.

I have read, understand and agree to the above terms and conditions and acknowledge receipt of a copy of the Rules and Regulations of the Club.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**THE CLUB at Lake Cyrus  
WAIVER AND RELEASE**

*Please read carefully before signing.  
This is a release of liability and waiver of legal rights.*

In consideration for being permitted to use and participate in the activities in and around THE CLUB at Lake (the "**Club**"), I agree to the following:

**1. ASSUMPTION OF RISK.** I acknowledge that I and/or one or more minors for whom I am responsible (the "**Minors**") will voluntarily participate in activities at the Club including swimming, tennis, exercise and otherwise using the property and facilities of the Club ("**Activities**"), and that participation in the Activities presents a risk of physical injury and/or death. **ON BEHALF OF MYSELF AND ANY MINOR, I HEREBY ASSUME AND ACCEPT ANY AND ALL SUCH RISKS.**

**2. RELEASE.** On behalf of myself and any Minor and my or our heirs, successors, executors, representatives and subrogates, I hereby **KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE AND DISCHARGE** Lake Cyrus Club Properties, LLC, CCN Asset Management Company, LLC and their respective members, managers, officers, directors, agents, employees, volunteers, representatives, affiliates, successors or assigns (the "**Released Parties**") from any and all claims, damages, obligations, liabilities and expenses (including, without limitation, attorneys' fees) that arise out of the Activities, whether foreseen or unforeseen, including, without limitation, those for personal injury, death or property damage, theft or destruction and waive all relief, whether legal or equitable, that I or any Minor may be entitled to seek from any of the Released Parties including, without limitation, compensatory damages, punitive damages, attorneys' fees, expenses and costs.

**3. REPRESENTATIONS.** I represent that I have full right, power and authority to sign this Waiver and Release and to bind myself and any Minors to its terms.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE.**

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Print Name(s) of Minor(s): \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_\_

Home Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

# Lake Cyrus Club

## COVID-19 WAIVER AND RELEASE

*Please read carefully before signing. This is a release of liability and waiver of legal rights.*

In consideration for **Lake Cyrus Club Properties LLC** and **CCN Asset Management Company LLC**, (the “**Manager and Owner**”) permitting me and/or one or more minors for whom I am responsible (the “**Minors**”) to use the pool (the “**Amenities**”) owned by the Manager and Owner, I hereby agree as follows:

**1. USE OF AMENITIES.** I acknowledge that I and/or the Minors will use the Amenities and agree that I will comply (and cause each Minor to comply) with all governmental laws, regulations, rules and orders and all rules adopted by the Manager and Owner that apply to the use of the Amenities including those that involve or relate to COVID-19 such as social distancing, handwashing and disinfecting.

**2. ASSUMPTION OF RISKS.** I acknowledge that the use of the Amenities has inherent risks, hazards, and dangers which include, without limitation, exposure to and infection with COVID-19. **ON BEHALF OF MYSELF AND EACH MINOR, I HEREBY ASSUME AND ACCEPT ALL OF SUCH RISKS.**

**3. RELEASE.** On behalf of myself and each Minor and my or our heirs, successors, executors, representatives and subrogees, I hereby (a) **KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE AND DISCHARGE THE MANAGER AND OWNER**, CCN Asset management Company, LLC and Lake Cyrus Club Properties LLC, Lake Cyrus Master Owners Association, their respective affiliates, parents and subsidiaries and their respective, members, managers, officers, directors, agents, employees, successors and assigns (the “**Released Parties**”) from any and all damages, claims, demands, obligations, liabilities, losses and expenses (including, without limitation, attorneys' fees) of any kind or nature whatsoever arising out of the use of the Amenities by me or by any of the Minors and any illness or disease resulting therefrom including COVID-19 and (b) waive all relief, whether legal or equitable, that I or any Minor may be entitled to seek from any of the Released Parties including, without limitation, compensatory damages, punitive damages, attorneys' fees, expenses and costs.

**4. REPRESENTATION.** I represent that I have full right, power and authority to sign this Waiver and Release and to bind myself and any Minors to its terms.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGNED THIS COVID-19 WAIVER AND RELEASE.**

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Print Name(s) of Minor(s): \_\_\_\_\_

\_\_\_\_\_

Lake Cyrus Address: \_\_\_\_\_

# COVID 19 RULES for Lake Cyrus Pool

POOL OPENS Saturday May 30th  
10AM TO 7PM DAILY

## IMPORTANT COVID 19 RULES TO HELP MAINTAIN SOCIAL DISTANCING AND A SAFE ENVIROMENT

1. Maximum number of people allowed in the pool area will be equal to the number of chairs spaced 6 feet apart.
2. Pool monitor will be on duty at all times for sign in, capacity spacing, assist with sanitation, and enforce the COVID 19 rules.
3. Please consider all Members regarding your time spent at the pool so that it is not necessary to set time limits.
4. Bring your own disinfectant, wipes and sanitizer to use on any surfaces you come in contact with.
5. Towels must be used to cover all lounge chairs. If you do not have a towel you will be asked to return home for one. It is not an option to sit on the pool deck.
6. No pool toys are allowed. Floatation devices for non-swimmers are permitted.
7. There is not a janitor on duty to clean the bathrooms constantly, therefore use them at your own risk.
8. No pool furniture is to be moved and no outside furniture is allowed.
9. Residents only please, no guests can be allowed at this time. Babysitters, in lieu of parents, are not guest.
10. Maintain a 6ft social distance, except members of the same household. Some lounge chairs will be grouped in sets of 2 or 4 to accommodate families.
11. If you have any symptoms of an illness, or someone in your household is sick, please stay home.

If the pool manager states that the pool is at maximum capacity, we ask that Members respectfully understand and return at a later time.

We look forward to the pool opening and our Member enjoying the pool in a safe and socially distant manner.

The Club reserves the right update these rules as the State of Alabama, Jefferson County Health Department or our legal counsel advises.

I \_\_\_\_\_ (Member), have read & agree to abide by these rules.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_