

THE CLUB at Lake Cyrus
Membership Application 2019

CHECK ONE
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 11, 2019 to September 8, 2019 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. Some programs may be made available at the Club (such as swim and tennis leagues, fitness classes and other programs) that may require additional charges and costs to the Member.

6. 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: _____