

Application for membership in the

### Rafael Racquet Club

95 Racquet Club Drive  
San Rafael, CA 94901  
415-456-5522

San Rafael, California

#### To the Board of Directors

I (we) wish to apply for a non-refundable, non-transferable \_\_\_\_\_ membership in the Rafael Racquet Club.  
I (we) understand that my acceptance of membership entitles me and my family (spouse/partner, and minor children) to all privileges covered by this membership. I agree for my family and myself, to comply with all the rules and regulations of the Rafael Racquet Club (RRC).  
I further understand that my membership in RRC will start once the Board of Directors approves my application and the initiation fee is received by the General Manager. The initiation fee is non-refundable and non-transferable.

- Family \$10,000
- Single \$5,000

Sign

Date

#### Applicant Information

Name 1 (Last)  Name 1 (First)  DOB

Name 2 (Last)  Name 2 (First)  DOB

Emergency Contact Name  Relation to you  Phone

Child 1 (First)  DOB  Child 2 (First)  DOB

Child 3 (First)  DOB  Child 4 (First)  DOB

Address  City  State  Zip

Phone (Home)  Cell Phone (Applicant 1)  Cell Phone (Applicant 2)

Email (Applicant 1)  Email (Applicant 2)

Primary reason for joining:

- Swimming
- Social
- Tennis
- Fitness

Understanding of current monthly requirements:

*(Subject to change without notice.)*

- Monthly dues: \$175
- Monthly Capital Debt Assessment: \$35

Should a wait list be in place at the time of application for membership, a non-refundable application fee of \$500 shall be required of the applicant. Upon the offer of membership you have 14 days to respond.

If you accept: The \$500 fee will be applied towards your initiation fee.

If you decline: You forfeit your place on the wait list and the \$500 fee.

I understand  the wait list conditions.

Office use:

Member Number

Date paid in full:

Notify dept heads:

Orientation:

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**Exercise, Equipment and Organized Activities**

All workouts, classes (whether tennis, swimming, diving or any other sports-related activity), use of weights, use of machinery, and use of equipment and apparatus designed for exercising or sports-related activities shall be at the member's sole risk. The member understands that the decision to use exercise or sports equipment, or selection of exercise or sports programs, methods and types of equipment, shall be solely the member's responsibility, and Rafael Racquet Club shall not be liable to member for any claims, demands, damages or causes of actions due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities and/or premises of the Rafael Racquet Club regardless of whether the injury or damages were caused by the negligence of Rafael Racquet Club, its employees or its agents. This waiver and release specifically applies to claims of negligent instruction and/or supervision that may arise as a result of injuries sustained during training, practice or other programs offered at Rafael Racquet Club and the waiver and release applies regardless of whether the claimed injury was incurred on the premises or during an off-site class, program or event sponsored, promoted, organized, operated or attended by Rafael Racquet Club.

The member executing this waiver and release of liability hereby agrees to indemnify and hold the Rafael Racquet Club harmless from all claims which may be brought against the Rafael Racquet Club by anyone listed in the membership agreement, any minor (under 18) listed in the membership agreement, any of member's guests or on their behalf for any claims arising from injuries occurring at the Rafael Racquet Club's facilities, regardless of cause. The member also expressly agrees to be responsible for and reimburse any and all attorneys' fees and legal costs incurred by or on behalf of the Rafael Racquet Club as a result of any such action.

**General Use of Club Facilities**

It is expressly agreed that the use of all Rafael Racquet Club facilities (including but not limited to tennis courts, swimming pools, outdoor areas, parking lots, locker rooms, etc.), without limitation and whether engaging in exercise activities or not, shall be undertaken by a member at his/her sole risk. Rafael Racquet Club shall not be liable for any injuries or damages to any member, or the property of any member, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, the Rafael Racquet Club's premises regardless of whether it was caused by the negligence of Rafael Racquet Club, its employees or its agents. It is agreed that this waiver and release agreement applies to any and all incidents occurring on the Rafael Racquet Club premises, including slip or trip and fall incidents, regardless of the cause.

*The member also expressly acknowledges that by signing below he or she is relinquishing all rights he or she may have to sue Rafael Racquet Club for injuries arising out of the use of its facilities or its services. This release is intended to be interpreted as broadly as allowed under California law.*

Sign Date

Sign Date

- Initial
- The Rafael Racquet Club (RRC) is a member owned club governed by its Board of Directors according to its By Laws, Articles of Incorporation, and other club rules as set forth in the Club Guidelines and Directory handbook. This membership is intended for those whose primary interest in the Club is participation in tennis or swimming, either personally or through members of the immediate family. I understand that I am entering my family into RRC membership under this assumption.
  - This application, and membership, is subject to the provisions of the RRC's By-Laws and guidelines.
  - I (we) understand that, at their discretion, the Board of Directors may increase monthly dues in order to balance the operating budget, and/or may levy assessments with the intent to finance capital projects.
  - I (we) agree to release photographs taken at the club of myself and/or my family to be used for club promotional materials. I also understand that the RRC webcams record some activity for purposes of viewing on the RRC website (viewable by the public).
  - While on the wait list (if applicable) I (we) agree not to use club facilities, except as a participant in programs open to non-members.