



*1810 Valleybrook Drive  
PO Box 55  
Kingsville, Md 21087  
410-803-2334*

### **MEMBERSHIP CONTRACT**

**This contract must be signed and returned to the club, and all applicable membership fees must be paid, before you will be entitled to use the club facilities.**

1. I/We, the undersigned, have received a copy of the Rules and Regulations of Valleybrook Country Club (hereinafter referred to as "VCC" or as the "Club"), and agree to abide by them as set up by the management of the club, as they are for the safety and benefit of the Club members. Said Rules and Regulations are hereby incorporated by reference herein as if they had been fully set forth herein. Management reserves the right to revise the Rules and Regulations at any time and from time to time, in management's sole and absolute discretion, and such revised Rules and Regulations shall thereafter form a part of this Membership Contract. I/We covenant and agree to use all equipment and facilities at the Club in a proper manner, and to comply with any applicable laws, regulations, and guidelines of any governmental authority.

2. I/We understand that Valleybrook Country Club (VCC) is fully licensed for the sale of alcoholic beverages. In accordance with Maryland state law, it is unlawful to bring alcoholic beverages onto a fully licensed property. VCC management reserves the right to search all packages, containers, vans, car trunks, etc., and confiscate any and all alcoholic beverages and/or any and all illegal substances, weapons, or other items deemed by management to be inappropriate or dangerous, in the sole and absolute discretion of the management. Anyone caught bringing alcoholic beverages and/or any illegal substances, weapons, or other items deemed by management to be inappropriate or dangerous onto the property may have their membership privileges suspended or terminated, in the sole and absolute discretion of the management. Members suspended or terminated will not be eligible to receive any refund of dues, initiation fee, and/or any other fees paid.

3. I/We fully understand that, although the management will assist wherever possible, I/we (the member) assume full responsibility for the safety and good conduct of myself, my family, and any guest I/we may bring to the Club.

4. I/we give permission for myself, my family, and any guests I/we may bring to the Club, to be videotaped, photographed, and interviewed for broadcast or publication for promotional purposes. I understand VCC will exercise discretion regarding media contact.

5. I/we are familiar with and recognize the risk of injury to persons and/or property which may result from use of the Club facilities. With full knowledge and understanding of such risk, I/we agree to use the Club facilities at my/our own risk.

6. I/we acknowledge and agree that neither VCC nor its agents, contractors, subcontractors, or landlord, nor its or their present and future controlling persons, directors, officers, agents, or employees, shall be responsible for any loss or damage to any personal property of myself, my family, and/or any guest I/we may bring to the Club, which is placed on, in or about the VCC premises, or for any personal injury to of myself, my family, and/or any guest I/we may bring to the Club, and/or our respective agents, employees, invitees or contractors, unless such loss or damage is caused by the gross negligence or willful misconduct of VCC or its agents, contractors, subcontractors, or landlord, or its or their present and future controlling persons, directors, officers, agents or employees.

7. To the fullest extent this agreement may be effective according to law, I/We, on behalf of myself, my family, and any guest I/we may bring to the club, hereby release, indemnify and save harmless VCC and its agents, contractors, subcontractors, and landlord, and its or their present and future controlling persons, directors, officers, agents, and employees, from and against any and all claims, actions, damages, liabilities and/or expense in connection with loss of life, personal injury and/or damage to property arising from or out of (i) the condition of the VCC premises and/or Club facilities, (ii) use of VCC Club facilities by myself, my family, and/or any guest I/we may bring to the Club, and/or our respective agents, employees, invitees or contractors, (iii) myself, my family, and any guest I/we may bring to the Club, and/or our respective agents, employees, invitees or contractors, entering upon the VCC Premises or any part thereof, or (iv) occasioned wholly or in part by any act or omission of myself, my family, and/or any guest I/we may bring to the Club, and/or our respective agents, employees, invitees or contractors. The foregoing indemnity shall survive the termination of this Membership Contract.



8. Bills will be payable upon receipt. Any amount not paid within thirty (30) days of the applicable billing statement will bear interest at the rate of eighteen percent (18%) per annum. Accrued interest, if any, will be reflected on subsequent billing statements. Amounts received in payment of any unpaid and outstanding balance will be applied first to interest and then to expenses and then to membership fees and other outstanding charges, including, but not limited to, charges for concession purchases. I/We each acknowledge that we shall be jointly and severally liable to VCC for the payment of all fees, expenses, other charges for use of the Club facilities, and concession purchases.

9. If either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including but not limited to attorney's fees, costs and necessary disbursements, in addition to any other relief such party shall be entitled. I/WE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH I/WE MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS MEMBERSHIP AGREEMENT AND THE USE BY MYSELF, MY FAMILY, AND ANY GUEST I/WE MAY BRING TO THE CLUB OF THE CLUB FACILITIES. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS MEMBERSHIP AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY ME/US, AND I/WE HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. I/WE FURTHER REPRESENT THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH INDEPENDENT LEGAL COUNSEL, SELECTED OF MY/OUR OWN FREE WILL.

10. If any provision set forth in this Membership Contract for any reason shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Membership Contract shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, but only to the extent of such invalidity, illegality, or unenforceability.

11. This Membership Contract represents the complete and entire agreement between the parties with respect to club membership and the use of VCC facilities. No modification, release, discharge or waiver of any provision hereof by VCC shall be of any force, value or effect unless in writing and signed by VCC or its duly authorized agent.

12. This Membership Contract is to be interpreted under the laws of the State of Maryland. The provisions hereof are binding on the parties hereto and their personal representatives, successors, and assigns.

13. This contract shall be effective upon execution and shall continue in full force and effect during all extensions, renewals, and/or reinstatements of the undersigned's membership in Valleybrook Country Club. Notwithstanding the foregoing, Club management reserves the right to modify this Membership Contract at any time and from time to time, upon thirty (30) days written notice to the undersigned.

**All persons 18 years of age and older included in this membership must sign this contract:**

Name _____ Print	_____ Sign	Date _____
Name _____ Print	_____ Sign	Date _____
Name _____ Print	_____ Sign	Date _____
Name _____ Print	_____ Sign	Date _____
Name _____ Print	_____ Sign	Date _____

# VALLEYBROOK COUNTRY CLUB

## RULES AND REGULATIONS

### GENERAL RULES

1. Dues must be paid in full by April 1<sup>st</sup>. After April 1<sup>st</sup>, any member who has not paid their dues in full will be placed on the inactive list and their membership space will be opened to allow space for someone on the waiting list to be admitted.
2. Management may issue, change, or abolish any rule at any time.
3. Management reserves the right to withdraw the membership privileges of any member, at any time, for failure to comply with these rules and regulations, without obligation to refund application fee, initiation fee, dues, or any part thereof.
4. Members that choose to withdraw as a member of Valleybrook Country Club (VCC or the club) are not entitled to any refund, in full or pro-rata, of the paid application fee, dues, or initiation fee.
5. Any/all activities are subject to change or cancellation at the discretion of the management.
6. Members must be registered upon entering the property. All guests must also be registered upon entering the property. Members are responsible for their guests and must remain on the property as long as the guest stays. Members must acquaint their guests with the club rules.
7. All guests must be registered and paid for before they are permitted to use the club grounds or any facilities of the club. Please register guests at the gate, the office, or the house.
8. Non-members will not be permitted to use the club or its facilities unless accompanied by a member. The number of times a guest residing in Baltimore or Harford Counties may enter the club is restricted to once per month.
9. Each member will be responsible for all damage to or on club property caused by member, members' family, or members' guest.
10. VCC is not responsible for injuries sustained by members or guests using club facilities, for any reason.
11. VCC is not responsible for loss of or damage to personal property of its members or guests.
12. No drugs, narcotics, or controlled substances of any kind are allowed on the club property at any time.
13. **As a courtesy to fellow members, smoking is not permitted within the fenced pool area.**
14. Anyone under the age of 21 may not, under any circumstances, possess or consume alcoholic beverages at any time on the club premises in accordance with Maryland state law.
15. VCC is fully licensed in the sale of all alcoholic beverages. **Alcoholic beverages may not be brought onto the VCC property.** Management reserves the right to search coolers, vehicles, and vehicle trunks of anyone suspected of bringing alcoholic beverages onto the property.
16. Parents are responsible for the good conduct of their children at all times. Children under 14 years of age must be accompanied by a parent or guardian at all times.
17. Rowdiness, horseplay, loudness, profanity, drunkenness, etc. will not be tolerated.
18. **No glass, ceramic or breakable containers of any kind may be brought onto the club property.**
19. No scooters, skateboards, or in-line skates allowed. Bikes must be left at the bike rack.
20. Fishing, swimming, or wading in the pond is strictly prohibited.
21. Trash must be properly disposed of in receptacles.
22. Pets and/or animals of any kind are not permitted on the club property at any time.
23. Members and guests are required to wear appropriate attire. Management reserves the final decision on what is appropriate.
24. Parking will be in designated areas only. Cars are not permitted in the picnic area below the Activity Pool.
25. For safety, driving speed is limited to 10 mph.
26. Earphones must be used with any electronic device including, but not limited to radios, tape players, TV's, CD, MP3, DVD or Blu-Ray players.
27. All complaints of any nature should be submitted to the management for consideration.
28. All club facilities (except tennis courts) are confined to regular pool hours.

### POOL RULES - GENERAL

1. All children who can not swim are required to be accompanied by an adult inside the swimming pool fence area.
2. Swimmers should shower before entering the pools.
3. Parents are fully responsible for the safety of all minors. Guards are present to enforce rules and administer first-aid.
4. Diving from the pool side is not permitted. Swimmers must enter pools, with the exception of the diving pool, feet first. Diving is allowed from the diving boards only.
5. Running is not permitted in any of the pool or patio areas.
6. Food and drink coolers are subject to random searches for alcohol and glass at managements discretion. Food and drink coolers are not allowed in swimming pool fence area.
7. Only toys made of soft plastic, soft rubber, etc., will be allowed on the premises, most especially around the toddler/youth pool area. Water guns are not permitted. Management reserves the final decision on whether a toy is permitted.
8. Children not toilet trained must wear plastic or rubber swim pants and are only permitted in the Toddler/Youth pool.
9. Street shoes are not allowed in the pool areas.
10. Riding on others shoulders is not permitted.
11. Rowdiness, shoving, ball throwing (including beach balls and splash balls), spitting, spouting, nose-blowing, etc., is strictly prohibited in the pool areas.
12. Playpens are not permitted inside the immediate pool areas.
13. All injuries must be reported to pool attendants immediately.
14. Band-aids and bandages may not be worn in the pools.

## **POOL RULES - GENERAL, CONTINUED**

15. Management reserves the right to close the pools at any time. In general, pools will be closed when the temperature is below 70 degrees Fahrenheit at VCC or there are 10 or less bathers in the pools.
16. The management has full authority to suspend or terminate pool and club privileges to anyone who repeatedly fails to comply with the rules and regulations.

## **TODDLER / YOUTH POOLS**

1. The Toddler Pool (beach side) is for children age 4 and under accompanied within arms reach by a parent/guardian.
2. Infants and children not toilet trained must wear a rubber swim diaper.
3. Parent/Guardian must accompany non-swimmers in the water within arms reach at all times.
4. Older children who act inappropriately or jeopardize the safety of infants and toddlers will be asked to leave this area. Rowdiness will not be tolerated.
5. Soft play toys, flotation devices and water wings will be permitted in these pools only with adult supervision.
6. Food and drinks must be kept at least 8 ft from the perimeter of the pool at all times.

## **FAMILY POOL**

1. For safety purposes, non-swimmers must wear a life vest approved by the United States Coast Guard as a flotation aid. Water wings and other flotation devices are not permitted. Inner tubes are not permitted in this pool. No flotation aid of any kind is allowed on the deep side, past the 4-½ ft rope. Non-swimmers are not allowed in the deep end.
2. Children who can not swim must be accompanied in the water within arms reach of their parent/guardian at all times.
3. Infants and children wearing diapers or who are not toilet trained will not be permitted in this pool.
4. Hanging on rope lines is prohibited.
5. Diving is prohibited anywhere in this pool. Starting blocks are solely for swim team use and only under the direction of a swim team coach.
6. To use the slide swimmers must be able to swim 1 width of this pool. The slide is to be used feet first in a sitting position only. Patrons using the slide must wait on the deck until the person in the water reaches the ladder. Parents may not "catch" children in slide discharge area at any time.
7. Goggles or t-shirts are not permitted while using the slide.
8. Food and drinks must be kept at least 8 ft from the perimeter of the pool at all times.

## **ACTIVITY POOL**

1. Non swimmers are not allowed anywhere in this pool. Swimmers must be able to swim 2 widths of the Family or Activity Pool and tread water for 1 minute to swim in this pool.
2. Infants and children wearing diapers or who are not toilet trained will not be permitted in this pool.
3. Hanging on rope lines is prohibited.
4. Diving is only permitted from the diving boards. Only one person is allowed on the diving boards at a time. Patrons using the diving boards must wait on the deck until the person in the water reaches the ladder. Only one bounce is permitted. Children are NOT allowed to jump to their parents off the diving board. No flotation devices are allowed while jumping from the boards. No diving or jumping toward the walls. Cartwheels are not permitted off the boards. Divers must exit water at the closest ladder.
5. Dunking and hanging on the water basketball rim/net is prohibited. Water basketball may only be played from the water. Jumping and shooting balls from the deck areas is prohibited.
6. The slide is to be used feet first in a sitting position only. Patrons using the slide must wait on the deck until the person in the water reaches the ladder. Parents may not "catch" children in slide discharge area at any time..
7. Goggles or t-shirts are not permitted while using the slide or diving boards.
8. Artificial flotation devices are prohibited in this pool.
9. Food and drinks must be kept at least 8 ft from the perimeter of the pool at all times.

## **LAZY RIVER AND VORTEX**

1. Non swimmers are not allowed anywhere in this pool. Swimmers must be able to swim 2 lengths of the Family Pool and tread water for 1 minute to swim in this pool.
2. Infants and children wearing diapers or who are not toilet trained will not be permitted in this pool.
3. Inner tubes must be 36" or smaller and are permitted in the lazy river only. Inner tubes are not permitted in the vortex. Inner tubes are limited to 1 person per tube. Inner tubes may NOT be stacked. Life Vests are not allowed in the Lazy River.
4. Access to lazy river is only by the stairs, ladder, and pool connection channel. No diving or jumping into the lazy river from the deck.
5. No climbing or sitting on any of the lazy river walls, including the sides.
6. Lifeguards only are permitted on the lazy river island.
7. Maximum number of bathers allowed in the vortex at the same time is 8.
8. Food and drinks must be kept at least 8 ft from the perimeter of the pool at all times.

## **TENNIS RULES**

1. Skateboards, scooters, bikes, and in-line skates are not permitted on the tennis courts.
2. Balls, other than tennis balls, are not permitted on the courts at any time.
3. Flip-flops, hard-soled shoes and shoes other than tennis shoes are not permitted on the courts at any time.
4. Management reserves the right to close the soft courts at any time.
5. Tennis court lights must be turned off no later than 10:00 p.m. except during a VCC sponsored event.