



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

MEMBERSHIP AGREEMENT, LIABILITY WAIVER AND RELEASE

This Agreement must be signed and returned to the Valleybrook Country Club (hereinafter referred to as "VCC"), and all applicable membership fees must be paid, before you will be entitled to use the VCC facilities. Each of the undersigned agree, jointly and severally, as follows:

1. This Membership Agreement, Waiver and Release (hereinafter referred to as this "Agreement") is entered into between myself and VCC. I am signing this Agreement on my own behalf, on behalf of my family, including but not limited to any minor children of which I am the parent or guardian, and on behalf of my guests and anyone gaining entrance to through the use of my membership. I assume full responsibility for the safety and good conduct of all of said persons.

2. I am familiar with and recognize the risk of injury to persons and/or property which may result from use of VCC facilities including, but not limited to, the swimming pools, playground, scenic lake, volleyball courts, tennis courts and grounds. The use of such facilities and physical activity in general, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to catastrophic injuries resulting in paralysis or death. With full knowledge and understanding of such risks, I hereby assert that my participation in these activities is voluntary, and that I agree to use VCC facilities at my own risk. ON BEHALF OF MYSELF, MY FAMILY, INCLUDING BUT NOT LIMITED TO ANY MINOR CHILDREN OF WHICH I AM THE PARENT OR GUARDIAN, AND ON BEHALF OF MY GUESTS AND ANYONE GAINING ENTRANCE TO THROUGH THE USE OF MY MEMBERSHIP, I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH USE OF VCC FACILITIES, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

3. I 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, including but not limited to any minor children of which I am the parent or guardian, my guests and/or anyone gaining entrance to through the use of my membership, which is placed on, in or about the VCC premises, or for any personal injury to of myself, my family, including but not limited to any minor children of which I am the parent or guardian, my guests and/or anyone gaining entrance to through the use of my membership, 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.

4. To the fullest extent this agreement may be effective according to law, I, on behalf of myself, my family, including but not limited to any minor children of which I am the parent or guardian, and on behalf of my guests and anyone gaining entrance to through the use of my membership, 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 VCC facilities, (ii) use of VCC facilities by myself, my family, including but not limited to any minor children of which I am the parent or guardian, and on behalf of my guests and anyone gaining entrance to through the use of my membership, and/or our respective agents, employees, invitees or contractors, (iii) myself, my family, including but not limited to any minor children of which I am the parent or guardian, and on behalf of my guests and anyone gaining entrance to through the use of my membership, 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, including but not limited to any minor children of which I am the parent or guardian, and on behalf of my guests and anyone gaining entrance to through the use of my membership, and/or our respective agents, employees, invitees or contractors. The foregoing indemnity shall survive the termination of this Agreement.

PAGE 1, INITIALS: ____, ____, ____, ____, ____

5. I give permission for myself, my family, including but not limited to any minor children of which I am the parent or guardian, and on behalf of my guests and anyone gaining entrance to through the use of my membership, to be videotaped, photographed, and interviewed for broadcast or publication for promotional purposes. I understand VCC will exercise discretion regarding media contact. I hereby release and hold harmless VCC from any reasonable expectations of privacy or confidentiality associated with the images specified above. Further, I attest that I have full authority to consent and authorize VCC to use the likenesses and names of my minor children. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking and publishing of any of these photographs or participation in company marketing materials or other VCC publications. I acknowledge and agree that publication of said photographs confers no rights or royalties whatsoever. I hereby release VCC, its contractors, its employees and any third parties involved in the creation or publication of marketing materials for liability from any claims by me or any third party connected by my participation.

6. I have received a copy of the Rules and Regulations of VCC, and I agree to abide by them, as they are for the safety and benefit of VCC members. Said Rules and Regulations are hereby incorporated by reference herein as if they had been fully set forth herein. VCC reserves the right to revise the Rules and Regulations at any time and from time to time, in VCC management's sole and absolute discretion, and such revised Rules and Regulations shall thereafter form a part of this Agreement. I covenant and agree to use all equipment and facilities at VCC in a proper manner, and to comply with any applicable laws, regulations, and guidelines of any governmental authority.

7. I understand that 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 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 VCC to be inappropriate or dangerous, in the sole and absolute discretion of VCC. Anyone caught bringing alcoholic beverages and/or any illegal substances, weapons, or other items deemed by VCC to be inappropriate or dangerous onto the property may have their membership privileges suspended or terminated, in the sole and absolute discretion of VCC.

8. I acknowledge that I shall be jointly and severally liable to VCC for the payment of all membership fees, lesson fees, swim team fees, guest fees, party and special event fees, concession purchases, and all other expenses and charges for use of VCC facilities (individually and collectively, the "Member Fees"). All Member Fees shall be paid at the time of service. To the extent VCC determines that it is necessary or desirable to bill me for any Member Fees, such bills will be issued on or about the fifth day of each month and will be payable upon receipt.

9. Any amount not paid by the last day of the month in which the applicable bill is issued will be subject to a late charge of ten percent (10%) of all outstanding amounts due, and shall 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. Payments may be made by cash, credit card, or personal check, until the first check is returned unpaid, in which event (i) I agree to pay a Twenty-Five Dollars (\$25.00) charge to VCC to offset administrative costs, and (ii) VCC may require by written notice to me that subsequent payments must be made by cash or by cashier's check, certified check, or money order. Payments may be made at VCC entrance, snack bar, or office, or may be mailed to VCC at P.O. Box 55, Kingsville, Maryland 21087.

10. IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES TO WHICH VCC MAY BE ENTITLED, VCC RESERVES THE RIGHT TO SUSPEND OR TERMINATE MY MEMBERSHIP AND/OR DENY MY USE OF VCC FACILITIES IN THE EVENT OF (i) NONPAYMENT OF ANY MEMBER FEES AND/OR OTHER OUTSTANDING CHARGES, (ii) FAILURE TO COMPLY WITH VCC'S RULES AND REGULATIONS, AND/OR (iii) FAILURE TO COMPLY WITH ANY OF THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT. VCC SHALL HAVE NO OBLIGATION TO REFUND THE APPLICATION FEE, INITIATION FEE, DUES, OR ANY PART THEREOF WHICH I MAY HAVE PAID THROUGH THE DATE OF SUSPENSION OR TERMINATION.

11. I MAY CHOOSE TO TERMINATE MY MEMBERSHIP AT ANY TIME. IN SUCH EVENT, VCC SHALL HAVE NO OBLIGATION TO REFUND THE APPLICATION FEE, INITIATION FEE, DUES, OR ANY PART THEREOF WHICH I MAY HAVE PAID THROUGH THE DATE OF TERMINATION.

12. 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 to. I HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH I MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS MEMBERSHIP AGREEMENT AND THE USE OF VCC FACILITIES BY MYSELF, MY FAMILY, INCLUDING BUT NOT LIMITED TO ANY MINOR CHILDREN OF WHICH I AM THE PARENT OR GUARDIAN, MY GUESTS AND ANYONE GAINING ENTRANCE TO THROUGH THE USE OF MY MEMBERSHIP. 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, AND I 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 FURTHER REPRESENT THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH INDEPENDENT LEGAL COUNSEL, SELECTED OF MY OWN FREE WILL.

13. If any provision set forth in this Agreement 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 Agreement 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.

14. This Agreement 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.

15. This Agreement 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.

16. 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, VCC reserves the right to modify this Agreement 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_____ Date_____

Name_____ Date_____

Name_____ Date_____

Name_____ Date_____

Name_____ Date_____

VALLEYBROOK COUNTRY CLUB

RULES AND REGULATIONS

GENERAL RULES

1. Dues must be paid in full by April 1st. After April 1st, 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. All guests must be registered and paid for before they are permitted to use the club facilities. Please register guests at the gate or office. 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. Guests under 18 years of age must be accompanied by an adult.
7. **Non-members must be 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.
8. Each member will be responsible for all damage to or on club property caused by member, members' family, or members' guest.
9. VCC is not responsible for injuries sustained by members or guests using club facilities, for any reason.
10. VCC is not responsible for loss of or damage to personal property of its members or guests.
11. No drugs, narcotics, or controlled substances of any kind are allowed on the club property at any time.
12. **As a courtesy to fellow members, smoking is not permitted within the fenced pool area.**
13. **Alcoholic beverages may not be brought onto VCC property.** VCC is fully licensed in the sale of all alcoholic beverages. Management reserves the right to search coolers, vehicles, and vehicle trunks of anyone suspected of bringing alcoholic beverages onto the property.
14. **Children under 16 years of age must be accompanied by a parent or guardian at all times.** Parents are responsible for the good conduct of their children at all times.
15. Rowdiness, horseplay, loudness, profanity, drunkenness, etc. will not be tolerated.
16. Outside food deliveries are prohibited on the property, including meeting delivery drivers in the parking lot or at the end of the driveway.
17. **No glass, ceramic or breakable containers of any kind may be brought onto the club property.**
18. No scooters, skateboards, or in-line skates allowed. Bikes must be left at the bike rack.
19. Fishing, swimming, or wading in the pond is strictly prohibited.
20. Trash must be properly disposed of in receptacles.
21. Pets and/or animals of any kind are not permitted on the club property at any time.
22. Members and guests are required to wear appropriate attire. Management reserves the final decision on what is appropriate.
23. Parking will be in designated areas only. Cars are not permitted in the picnic area below the Activity Pool.
24. For safety, driving speed is limited to 10 mph.
25. Earphones must be used with any electronic device.
26. All complaints of any nature should be submitted to the management for consideration.
27. All club facilities (except tennis courts) are confined to regular pool hours.

POOL RULES - GENERAL

1. All children who cannot 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 pools.
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. 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.
15. **The club will close for the remainder of the day if lightening or thunder occur after 7:00pm.**
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 2 minutes 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 widths of the Family Pool and tread water for 2 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.