

DEER LAKE

ATHLETIC CLUB

1. Waiver, Release, and Hold Harmless

- a. This agreement waives the liability of Deer Lake Athletic Club, Inc. ("DLAC") for any use of the services and facilities at DLAC including but not limited to indoor and outdoor pools, indoor and outdoor tennis courts, indoor and outdoor pickleball courts, banquet and restaurant facilities, racquetball courts, fitness facilities and equipment, childcare facility and equipment, locker rooms, and grounds.
- b. In Participant(s) capacity as parent, legal guardian, DLAC representative, supervisor, nanny, babysitter or considered responsible for of any minor children, Participant(s) hereby give permission for such children or wards to participate in any DLAC activity which such children/wards attend, and any specific DLAC activity or event for which children or wards are registered; Participant(s) acknowledges and agrees to all terms relating to children/wards set forth in this Agreement. All policies within this Waiver apply to Participant and Minor Children as described above.
- c. Participant hereby agrees that the use of the services and facilities at DLAC is at their, their guests, and any minor children under their supervision (collectively, the "Participant(s)") own risk.
- d. Participant(s), Participant(s) heirs, assigns, personal representatives, next of kin hereby agree(s) to indemnify, defend, and hold harmless DLAC and each of its respective officers, directors, agents, contractors, employees, volunteers, representatives, sponsors, member organizations, successors and assigns, the venue(s) used (collectively, the "Releasees") from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant(s), Participant(s)'s heirs or legal representatives, has or may have for any and all personal injuries Participant(s) may suffer or sustain, regardless of cause or fault as a result of, whether known or unknown, anticipated or unanticipated, arising out of, associated with, or resulting directly or indirectly from Participant(s)'s voluntary participation in or decision to participate in DLAC activities, or travel to and from all DLAC activities. Participant(s) hereby covenant and agree that they will not sue or otherwise make any claim against Releasees for any reason. This Indemnification and Hold Harmless Agreement is intended to be all encompassing.

2. Risk

- a. The risk of injury from activities involved at DLAC is significant, including potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this, the risk of serious injury does exist; Participant(s) fully and freely assume(s) such risk, both known and unknown, even if arising from the negligence of the Releasees, or others, and assume full responsibility for their participation, and willingly agree to comply with the stated customary terms and conditions for participation. If, however, Participant(s) observe any unusual significant hazard during their presence or participation, Participant(s) will remove themselves from participation and bring such to the attention of the nearest official and/or representative of Deer Lake Athletic Club, Inc. immediately.

3. Physical Condition and Medical Release

- a. Participant(s) attest that they are physically and mentally capable of participating and have no known health restrictions that might jeopardize their safety or health or the safety or health of others during their participation in Club activities. Participant(s) hereby consent(s) to the rendering of emergency first aid and other medical procedures, which at the time of injury or illness seems reasonably advisable. Participant(s) further understand(s) that s/he/they will be responsible for payment of any such medical procedures.

4. Property

- a. DLAC is not responsible for personal items lost to theft or damage on the property.
- b. Lockers are the Property of DLAC; however, DLAC is not responsible for personal items lost to theft or damage inside a locker. Lockers are subject to entry and search at Management discretion.
- c. Locks left on Lockers that are unregistered will be cut off and disposed of.

5. Media Release

- a. Participant(s) consent to have their photo taken and stored for verification purposes.
- b. Participant(s) hereby consent, in perpetuity, throughout the world, to the use of their name, voice, image and/or likeness in any live or recorded transmission, recording, or photograph taken of Participant(s) during Participant(s) participation associated with DLAC programs, or any activity or event relating thereto, published, produced, broadcasted or otherwise disseminated by Releasees in any and all media now existing or hereafter discovered or developed. Participant(s) consents to all such uses without any further compensation or other consideration becoming due to Participant(s). As this consent will be acted upon forthwith, it is irrevocable.

6. Posted Rules

- a. Glass House and/or Outdoor Fun Pool entry/entries require(s) each Participant(s) to wear that day's wristband throughout the visit on a visible, viewable location on their person (arm or leg). NO EXCEPTIONS.
- b. Members and guests must comply with Federal, State and local laws, mandates and orders while on premises.
- c. Participant(s) consents that they and any minor children or guests in their attendance will abide by all the rules and regulations of DLAC, which may be posted at DLAC, on the website, or issued orally. Rules and Regulations may be amended at DLAC's discretion and without notice.
- d. Failure to comply with the rules and regulations or to respect the privileges of others shall constitute grounds for dismissal from the property without a refund at the discretion of Management.

7. Revocation

- a. Participant(s) understand(s) that DLAC reserves the right to revoke privileges, including but not limited to access to DLAC facilities and membership at any time to any Participant(s).

8. Covid-19

- a. An inherent risk of exposure to Covid-19 exists in any public place where people are present. Covid-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By visiting Deer Lake Athletic Club, Poolside Grill, Back Court Restaurant or Deer Lake Banquet Center, Participant(s) voluntarily assume all risks related to exposure to COVID-19.

9. Governing Law

- a. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan. The venue for any action arising out of this Agreement shall be the County of Oakland, State of Michigan. The parties agree to submit to jurisdiction in Oakland County, Michigan.

10. Severability

- a. If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

11. Pool Policies

- a. DIVE IN DEEP END OF GLASS HOUSE POOL ONLY. NO DIVING IN TEACH POOL OR FAMILY FUN POOL.
- b. SWIM ONLY WHEN LIFEGUARD IS PRESENT. NO LIFEGUARD IS PRESENT IN THE INDOOR TEACH POOL.
- c. Glass House and Fun Pool entry require each Participant(s) to wear that day's wristband throughout the visit in a visible, viewable location ON THEIR PERSON.
- d. Members and Paid Guests only.
- e. Shower before water entry
- f. Food and drinks are welcome beyond the green grates ONLY.
- g. All minors under the age of 16 must be supervised by an adult.
- h. Supervise your children always.
- i. Children not potty trained must wear swim diapers in the pool.
- j. Swimmers may bring their own approved toys and equipment. Mermaid tails, rafts and projectiles (footballs, basketballs, nerf footballs, etc) are not permitted in any pool area.
- k. DLAC toys and equipment are for swim classes only.
- l. Lap lanes are for lap swimmers only.
- m. Obey all Diving Board rules.
- n. Walk, don't run.
- o. Anyone under the influence of alcohol or drugs is not permitted in the Pool Area.
- p. We are not responsible for lost or stolen items.
- q. Maximum capacity 150 persons in Glass House and Outdoor Family Fun Pools. Maximum capacity in the Indoor Teach Pool is 82 persons.
- r. Prohibited:
 - i. Diving anywhere but the deep end
 - ii. Outside food or beverages
 - iii. Coolers
 - iv. Glassware
 - v. Radios
 - vi. Rafts, Mermaid Tails, Footballs (including Nerf-style) or other Projectiles
 - vii. Street Shoes on Pool Deck
 - viii. Hanging on Lane Dividers
 - ix. Open Wounds or Infectious Conditions in the Pool
 - x. Smoking and/or Vaping

12. Child Care Rules and Regulations

1. 2 hours of FREE child care is available to member children daily, subject to availability. Additional hours are \$5/hour/child.
2. DLAC reserves the right to refuse this service if not booked in advance as it is subject to availability, which is 7 children at a time. Parents must remain onsite while their child(ren) is/are in DLAC's child care facility.
3. This service is first come/first served and requires registration and check in at the front desk as well as check in/out in the child care facility.
4. Non-member clients and APTC clients may use the child care, subject to availability, for \$5/hour/child.
5. All who use this service must be registered through the CourtReserve portal and have a signed liability waiver on file.
6. A zero tolerance policy exists for children who cause injury, physically or mentally, to staff or other children while in DLAC's child care facility.

7. Food may not be brought into DLAC's child care facilities.
8. The child care center has capacity limits. DLAC reserves the right to refuse child care if the limit is reached.

13. Additional Policies

- a. Membership is not required to utilize DLAC facilities. Non-members are responsible for paying Guest Fees. Guest Fee rates are posted at the Front Desk. All persons utilizing the facility MUST complete a Liability/Waiver Form.
- b. Spouse Members must live in the same household as their associated Primary Member to be eligible for a Spouse Membership.
- c. Child memberships are for children ages 5 to 17 who live in the Primary Member's household. Children under age 5 are free, however, to qualify for member benefits (member class pricing, etc.) they must be on a membership and a family initiation fee must be paid. Child, Spouse and Nanny memberships may not be purchased alone. They are only available in addition to a Primary Membership.
- d. Nanny Add-on Memberships are available in addition to a Primary Membership with Child Add-ons, limit of one per family. Nanny Members, who are not required to reside in the same household as the Primary Member, are nannies of the Member's minor children. To utilize the club's amenities, Nanny Members are required to be onsite with the Member's minor children.
- e. Caregiver Add-on Memberships are available in addition to a Primary Membership. Caregivers are direct, external, professional Caregivers, either paid or volunteer, for a Member with special needs. Caregiver Members are not required to reside in the same household as the Primary Member. To utilize the club's amenities, Caregivers are required to be onsite with the Member with special needs.
- f. College Members ages 18 to 23 in the same household as their parents are eligible to be under a parents' Primary membership for an additional \$40/month. To qualify for College Membership, students must provide copies of a current class schedule and school ID.
- g. Memberships are non-refundable and non-transferable. Membership cancellation policy:
 - i. Members must complete an electronic cancellation form on-site to cancel their membership.
 - ii. If the form is completed on the 1st-10th of the month, the membership will be canceled effective the last day of the current month.
 - iii. If the form is completed on the 11th-20th of the month, the membership will be canceled effective the 15th of the next month, members will be billed through the 15th of the next month.
 - iv. If the form is completed on the 21st-31st of the month, the membership will be canceled effective the last day the next month, members will be billed through the next month.
- h. Personal Training, Fitness, Tennis, Pickleball and Swim Instruction may ONLY be provided by DLAC staff and MUST be booked through the CourtReserve portal.
- i. Deer Lake Athletic Club reserves the right to revise Membership Policy at any time.
- j. New Primary and Spouse members are eligible for a FREE one-time 45 minute orientation with a personal trainer to learn how to use fitness equipment properly. Orientations must be booked and redeemed through the member's CourtReserve member portal. The Front Desk is available to help with this.
- k. Lockers are available for your convenience. Everything must be removed from lockers after use unless a locker is rented. Locker Rentals are \$10/month for short lockers, \$15/month for tall lockers. Men's Executive Lockers are \$25/month. DLAC reserves the right to cut off locks and remove locker contents left overnight without a paid locker rental fee.
- l. Fitness, Aquatics and Entertainment schedules are available online. Print versions are also available at the Front Desk.

- m. In the unfortunate event of a class cancellation, use email to notify members and registered non-members. We do our best to send emails out in a timely manner but sometimes emergencies arise and affect the timing of these notifications.
- n. Current members who refer new members (Individuals or Families) who join as monthly or annual members receive one free month of Primary membership (up to \$75/Primary or \$40/senior).
- o. Children must be 14 to be in the workout rooms or use the pools unsupervised. Children must be 16 to watch siblings ages 6 and older in the pools.
- p. Children 5 and under must be supervised by their parent or guardian in the pools/pool areas.
- q. Member parents/guardians must be in the building while their child(ren) is/are on the premises. Children must have adult supervision while at the Club.
- r. Only personal in-ear speakers are permitted on premises. Radios and non-personal speakers are not.
- s. Wristbands are required poolside/in water of Glass House and Outdoor Family Fun Pools.
WRISTBANDS MUST BE WORN AT ALL TIMES ON EVERY MEMBER OR PAID GUEST'S ARM OR LEG IN THESE AREAS, WITHOUT EXCEPTION.
- t. No coolers or outside food or beverages permitted.
- u. Alcohol and food must remain behind the green pool grates.
- v. Members and guests must comply with Federal, State and local laws, mandates and orders while on premises.
- w. Membership, Initiation and Guest Fees are non-refundable.
- x. No smoking or vaping, please.
- y. Additional policies apply to Junior Tennis, Swim Instruction, Summer Camp and Suburban Tennis League.
- z. Policies are subject to change without notice.
- aa. Failure to comply with rules and regulations of the club or to respect the privileges of others shall constitute grounds for termination or membership, and/or banning from the Club's facilities, at the discretion of club management.

MEMBERSHIP AGREEMENT

I understand that I am applying for a membership at Deer Lake Athletic Club, Inc., which is payable in advance if an Annual Membership, or, payable in advance monthly payments to my credit card or bank account on file.

Monthly memberships not guaranteed by an in-house credit card or bank account are charged an additional \$5 per monthly membership transaction. Memberships without an in-house credit card or bank account on file are considered "Limited" memberships and do not offer all membership benefits that other memberships may offer. I understand that Initiation and Membership fees are nonrefundable. Cancellation of any membership must be via written notice received 30 days prior to desired cancellation date.

I understand my credit card or bank account on file will be charged prorated dues for the first 30 day period. Renewal of memberships on the in-house credit card or bank account will be automatic unless we receive written cancellation notice 30 days prior to desired cancellation date.

Failure to comply with the rules and regulations of the Club or to observe and respect the privileges of others shall constitute grounds for termination of membership by the club management at its discretion. Prices and policies are subject to change without notice.

Initiation Fees:

Individual: \$149

Family: \$199

Membership Rates:

Individual (Primary) \$75/month or \$825/annual

Spouse \$40/month or \$480/annual

Child 5-17 \$10/month or \$110/annual

Senior (age 62+) or College \$40/month or \$480/annual (proof required)

Military or First Responders \$40/month or \$480/annual (proof required)

Membership Cancellation Policy

Based on the day of the month that written notice is received.

Between the 1st and the 10th of the month:

1. You will NOT have any additional membership charges.
2. Membership expires at the end of the current month.

Between the 11th and the 20th of the month:

1. You will be billed on the 27th of this month for 15 days of the next month.
2. Membership expires on the 15th of the next month.

Between the 21st and 31st of the month:

1. You will be billed on the 27th of this month for the entire next month.
2. Membership expires at the end of the next month.