

3180 Sandcreek Rd. Decatur, IL 62521



217-423-5459 www.decatursurfclub.com

Membership Application

The undersigned hereby submits application for membership in the Decatur Surf Club, Inc. and submits herewith the sum of One Hundred Dollars (\$100) in payment of membership fee. Annual dues and Membership fee may be paid in the form of one payment.

The following information is submitted in support of this application and to indicate eligibility of membership.

Name (to be put on certificate) _____

Address _____ Home Phone _____

City, State _____ Zip _____ Daytime Phone _____

Name of Spouse (if applicable) _____

Employer _____ Occupation _____

Names of Children _____ Age (as of June 1) _____

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| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

RELEASE AND WAIVER OF LIABILITY AGREEMENT

The undersigned agrees that upon admission to membership, he will abide by all rules, regulations, and By-Laws of the Decatur Surf Club (hereinafter referred to as "DSC"). **RELEASE AND WAIVER OF LIABILITY AGREEMENT:** This is a legal document. By entering into this agreement you are giving up your right to bring a lawsuit against the "DSC", its Officers, Employees and Members for any bodily injuries. Please read this document carefully. You are free to consult with an attorney of your choice and at your own expense.

I, _____ (hereinafter referred to as "MEMBER" or "I"), acknowledge that I have voluntarily joined the "DSC" and voluntarily participate in all activities of the "DSC", included but not limited to swimming, diving, riding water slides, grilling food on gas grill, picnicking, and any other activities for which I use the "DSC" facilities and/or property (the "Activities").

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I UNDERSTAND THERE IS AN INHERANT RISK OF DROWING IN A POOL. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

The member agrees that he/she is only allowed to use the "DSC" facility in accordance with its by-laws and rules and regulations which I have either read, and reviewed or chosen not to do so, despite having had the opportunity. I am responsible for my own safety and the safety of any family members or guests while participating in any Activities at the "DSC".

As consideration for being permitted to participate in the Activities and the use the "DSC" premises and facilities, I hereby forever release the "DSC" and its Directors, Officers, employees, volunteers, agents, contractors, representatives, (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, children and dependents, next of kin, spouse and legal representatives now have, or may have in the future for injury, death, or property damage, related to (i) my participation in the activities, (ii) the negligence or other acts of the Releasees, whether directly connected to these activities or not, and however cause, by any Releasees, or (iii) the condition of the facilities or the premises where these Activities occur, whether or not I am participating in the Activities. I also agree that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasees in connection with any of the matters covered by the foregoing release. I also agree to defend, indemnify and hold harmless the "DSC" from any claims of any nature made whatsoever by any guests I may bring to the "DSC".

In event the Member breaches the terms of the Agreement, the Member shall pay the "DSC" all costs and expenses including attorney's fees incurred by the "DSC" in defending any claims brought in breach of this agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE "DSC", AND SIGN IT OF MY OWN FREE WILL.

By signing this Agreement, I acknowledge that family members including spouse, children, dependents, and any guests are covered by this release.

The undersigned understands that the Club is presently believed to be exempt from payment of federal dues or admissions taxes, but in event that such taxes should hereafter be assessed, he agrees to pay that portion thereof attributable to his membership.

Signature_____

Date_____

