

**THE BRIDGES AT SHADOW GLEN
POOL COMPLEX MEMBERSHIP AGREEMENT**

MEMBER:		
Last Name:	First Name:	M.I.:
Street Address:		
City:	State:	Zip Code:
Home Phone:	Work Phone:	Cell Phone:
Email Address:		
EMERGENCY MEDICAL CONTACT:		
Name:		Relationship:
Telephone contact:		
MEMBERSHIP TYPE:		
<input type="checkbox"/> Family \$650 Pool Season – Names of eligible family members: _____ _____ _____		
PAYMENTS: <i>To be paid by Cash, or Check ONLY</i>		
Membership Fee: \$ _____ Prorated Membership Fee Key Fob Fee ___ fobs @ \$25 = _____ (½ refundable upon turn in at end of season in good condition)		
MEMBERSHIP PERIOD: Pool Season is from Friday May 28, 2010 – Sunday September 6, 2010		
Commencement Date: _____ Expiration Date: _____		

This membership entitles the member and any other authorized users set forth above to use the outdoor Pool Complex at The Bridges at Shadow Glen subject to the terms and conditions attached to this Membership Agreement. **Authorized users on this form are the only persons who are eligible to use this facility. Guests are prohibited.**

X _____
Signature of Member

Date: _____

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POOL COMPLEX MEMBERSHIP AGREEMENT**

Terms and Conditions

1. **Parties.** The parties to this Agreement are The Bridges at Shadow Glen Owners Association (the “**Association**”) and the member listed on page 1 of this Agreement (the “**Member**”).

2. **Use of Facilities.**

2.1 **Facilities.** This Agreement entitles the Member and any other Authorized Users to use the pool, wading pool and spa in the Pool Complex at The Bridges at Shadow Glen (the “**Facilities**”) subject to the terms and conditions of this Agreement.

2.2 **Authorized Users.** For purposes of this Agreement, the “Authorized Users” are (a) if this is a single membership, the Member, (b) if this is a couple membership, the Member and the Member’s spouse or domestic partner as listed on page 1 of this Agreement, or (c) if this is a family membership, the Member and those members of the immediate family of the Member living at the Member’s residence. This membership does not authorize use of the Facilities by guests or any persons other than Authorized Users. *Failure to adhere to this restriction may result in immediate membership termination.*

2.3 **Availability of Facilities.** Hours of operation of the Facilities will be as posted at the Facilities. The Association reserves the right to temporarily close the Facilities, or a portion of the Facilities, for maintenance, repairs, special events, or events or occurrences beyond the Association’s control. Any such temporary closure for less than 10 days shall not result in any adjustment to the membership fee.

2.4 **Rules of Use.** Use of the Facilities shall be subject to the rules and regulations attached to this Agreement and posted at the Facilities, as such rules and regulations may be changed from time to time by the Association, with copy furnished to Member.

3. **Payments.**

3.1 **Membership Fee.** The membership fee for the 2010 pool season is payable in advance, by cash, check or debit card only. Credit cards are not accepted for this type of fee.

3.2 **Key Fob Deposit.** Payment for Key Fob(s) are payable at the time payment of membership fee is due. One-half of the key fob deposit shall be refunded upon expiration of this Agreement and return of the key fobs. Key fobs that are lost, stolen or not returned, shall result in forfeiture of the full deposit for each such key fob. Members shall not permit the key fobs to be used by any person other than an Authorized User and shall report lost or stolen key fobs to the Association immediately.

4. **Liability for Damages.** Members shall be responsible for and immediately reimburse the Association for the cost of repair or replacement due to any damage to the Facilities caused by any Authorized User. The Association is not liable to the Member or Authorized Users for any personal property that is damaged, lost or stolen while in or around the Facilities, including, but not limited to a vehicle or its contents or any property left at the Facilities.

5. **Release of Liability, Assumption of Risk.** Use of the Facilities involves a risk of injury to Authorized Users, whether caused by the user or someone else. Specific risks vary from one activity to another and the risk range for minor injuries to major injuries, such as catastrophic injuries including death. **In consideration of use of the Facilities, Member and all Authorized Users voluntarily accept this risk and agree that the Association, its officers, directors, employees, agents and independent contractors will not be liable for any injury, including without limitation personal, bodily or mental injury, economic loss or any damage**

to Authorized Users, whether or not resulting from the negligence of the Association or anyone on the Association's behalf or other persons using the Facilities. Member understands and acknowledges that the Association does not manufacture fitness or other equipment at its Facilities, but purchases and/or leases the equipment and may not be held liable for defective products.

6. **Termination.** This membership and the rights to use the Facilities afforded by this membership shall terminate upon the expiration of the term of this Agreement. In addition, either party may elect to terminate this Agreement by 30 days prior written notice to the other party. Association may elect to terminate this Agreement immediately for cause, including breach of this Agreement or the rules and regulations or failure to pay the membership fee within 15 days after its due date.

MEMBER:

Date: _____, 20__

ASSOCIATION:

THE BRIDGES AT SHADOW GLEN OWNERS ASSOCIATION, an Oregon nonprofit corporation

By: _____

Date: _____, 20__