

THE CITY OF HERMOSA BEACH COMMUNITY RESOURCES DEPARTMENT **TENNIS MEMBERSHIP APPLICATION**

City of Hermosa Beach • Community Resources Department 710 Pier Avenue, Hermosa Beach, CA 90254 (310) 318-0280 <u>hbconnect@hermosabeach.gov</u>

MEMBERSHIPS ARE VALID FOR ONE YEAR FROM THE DATE OF PURCHASE MEMBERS MUST BE OVER THE AGE OF 18 YEARS AND PROVIDE VALID PROOF OF RESIDENCY

MEMBER'S INFORMATION:

Name:	Date of Birth:		
Address:	City & Zip Code:		
Phone #:	Email Address:		
PAYMENT INFOR	MATION:		
PLEASE CHECK ONE: HERMOSA BEACH RESIDENT MEMBERSHIP: \$18 PRE-APPROVED PRIVATE INSTRUCTOR MEMBERSHIP: \$30			
	Type of Payment (Circle One): Cash Check Credit Card		
	Card Type (Circle One): American Express MasterCard Visa Discover		

Card #: _____ Exp. Date: _____ CVC Code: _____

Cardholder Signature: _____

LIABILITY WAIVER AND RELEASE:

I know that tennis is can be a dangerous sport/activity in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards, and dangers of personal injury, death, disability, and/or property damage and loss (collectively, "Injuries"), necessarily increase when engaging in any sport or other physical activity, tennis included. I know that the risks, hazards, and dangers include, but are not limited to: running; jumping; falling; tripping; slipping; being struck by thrown or otherwise propelled objects such as balls and tennis rackets; running into fences, walls, nets, posts, and other structures; discarded items and debris on the court; and colliding with or being struck by other users. I also understand that these risks, hazards, and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above defined activities are collectively referred to throughout this Agreement as the "Hazardous Activities.")

By this liability waiver and release agreement (hereinafter, "Agreement") it is my intention to relieve the CITY OF HERMOSA BEACH, its officers, agents, employees, and volunteers (hereinafter, "CITY") of any duty to me. By this Agreement, and by virtue of my membership in the City's Tennis Membership Program, I do assume the entire risk of any of the Injuries that might occur during or as a result of my use of, or presence at, CITY's Community Center Tennis Court. By this Agreement I also intend to release, discharge, and forever absolve CITY from any and all liability for any active or passive negligence whatsoever by CITY or any third parties, and to waive and relinquish any claim or cause of action against CITY for any loss, claim, damage, personal injury, disability, death, medical expense, and any other type of expense, property damage, or loss caused by any negligence of CITY or any third parties. I promise not to sue or exercise any legal right to seek damages from CITY in connection with any Injuries I may sustain at, on, or around the Community Center Tennis Court or its associated facilities, and in connection with my membership in the City's Tennis Membership Program.

In consideration of my membership in the City's Tennis Membership Program, I agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Injuries which I may suffer or incur due to any cause whatsoever, while in the interior or exterior of the premises of the Community Center Tennis Court or its associated facilities, I hereby agree:

- a. To <u>waive</u> ANY AND ALL CLAIMS for Injuries that I may have against CITY, its managers, employees, officers, directors, agents, contractors, volunteers, sponsors, vendors, or exhibitors or any other person, company, or entity in any way associated with it;
- b. To <u>release and discharge</u> CITY from ANY AND ALL LIABILITY for the Injuries that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to, Hazardous Activities while at the Community Center Tennis Court.
- c. To <u>hold harmless and indemnify</u> CITY from ANY AND ALL LIABILITY for the Injuries to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while at the Community Center Tennis Court.

2. To allow CITY to use my picture or other likeness in the CITY's general publicity and tennis court materials. In addition, I also waive and release the use of my picture or likeness for any lawful reason or purpose.

This waiver and release of liability and indemnification (collectively, referred to hereafter as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees, and assigns in the event of my injury, disability, or death.

I, THE UNDERSIGNED, HAVE READ, UNDERSTAND, AND AGREE to be bound by the Use Policy governing my conduct while using the Community Center Tennis Court.

THE UNDERSIGNED FURTHER AGREES that this instrument is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED CERTIFIES that he/she is at least eighteen (18) years old and is capable of entering into a binding agreement.

THE UNDERSIGNED FURTHER CERTIFIES that he/she has no medical condition that would cause participation in activities at the Community Center Tennis Court to be potentially hazardous to his or her health. In addition, this agreement shall constitute express authorization for City staff to provide or cause to be provided, <u>at its sole discretion and at my sole expense</u>, such medical treatment to the undersigned as may be necessary or appropriate if an injury occurs while at the Community Center Tennis Court.

THE UNDERSIGNED HAS READ AND KNOWINGLY AND VOLUNTARILY SIGNS THIS Waiver and Release, and further agrees that no oral representations, statements, or inducements apart from the contents of this instrument have been made by CITY or anyone else with regard to the subject matter hereof.

I have completely read and understand this Waiver and Release and its terms. Prior to signing this instrument, I have had the opportunity to ask any questions about its contents and meaning. I am aware that, by signing this instrument, I assume all risks and waive and release certain rights that I and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees, and assigns may have against CITY.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS WAIVER AND RELEASE IS INTENDED TO AND DOES IN FACT LEAVE HIM/HER NO LEGAL RECOURSE AGAINST CITY FOR ANY INJURIES SUFFERED.

Signature of applicant

Date

RESERVATION FEES:

Hourly rental rates are due at the time a reservation is made.

MEMBERSHIP TYPE	HOURLY RENTAL RATE (8:00AM-7:00PM)	LIGHTED HOURLY RENTAL RATE (7:00-10:00PM)
Resident	\$9 per hour	\$11 per hour
Pre-approved Private Instructor	\$18 per hour	\$22 per hour