



325 Kickerillo Drive, Houston, Texas 77079
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2019 NON-RESIDENT SWIM TEAM ONLY MEMBERSHIP CONTRACT

This contract is between Member, as identified below, and Nottingham Forest Civic Association, Inc. (“NFCA”). Upon acceptance by NFCA, Member’s minor children shall be entitled to utilize the pool facilities at Nottingham Forest Club (“NFC”) for the **2019 Swim Team Season**, including team practices and team meats, subject to the terms of this Contract and the Club Rules, as contained in the Nottingham Forest Club Handbook. *This contract provides only the named Member’s minor children who are registered members of the Nottingham Forest Swim Team with access to the NFC pool facilities during the 2019 swim team season, and only for swim team practices and swim meets. This membership does not entitle Member, Member’s minor swim team member, or any of Member’s family or guests to otherwise use any facilities located at NFC other than observing official swim team activities.*

Member Contact Information:

Parent Name: _____ (“Member”)
Parent’s Cell Phone: _____
Parent’s Email: _____
Mailing Address: _____
Subdivision: _____
Emergency Contact: _____ Emergency Phone: _____
Swim Team Member: _____ Age: _____
Swim Team Member: _____ Age: _____
Swim Team Member: _____ Age: _____

2019 Swim Team Only Membership Fee: \$250 per family

NFC Rules: Refer to Nottingham Forest Club Online Handbook

Membership Period: 2019 Swim Team Season Only

Payment Options: Please make checks payable to **Nottingham Forest Civic Association**, or provide the following credit card authorization:

Credit Card Type: _____ **Credit Card #:** _____

Name as it appears on Card: _____

Expiration Date: _____ **CVV#:** _____

I authorize Nottingham Forest Civic Association to charge my credit card in the amount of \$250.00.

Signature: _____

GENERAL RELEASE AND ARBITRATION AGREEMENT

Please read and understand this document before signing. If you have questions, please consult with your attorney.

BY SIGNING BELOW, MEMBER ACKNOWLEDGES THAT PARTICIPATING IN ACTIVITIES AT NOTTINGHAM FOREST CLUB (“NFC”) INVOLVES INHERENT DANGERS INCLUDING THOSE ASSOCIATED WITH SPORTS, RECREATIONAL ACTIVITIES AND OUTDOOR ACTIVITIES. MEMBER INDIVIDUALLY, AND ON BEHALF OF MEMBER’S GUESTS AND MEMBER’S HEIRS, FAMILY MEMBERS, LEGAL REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, “MEMBER PARTIES”) HEREBY VOLUNTARILY AND KNOWINGLY ASSUMES ALL RISKS OF PARTICIPATING IN SUCH ACTIVITIES AT NFC, AND RELEASES NOTTINGHAM FOREST CLUB, ITS OWNER NOTTINGHAM FOREST CIVIC ASSOCIATION, INC., AND THEIR RESPECTIVE OWNERS, MEMBERS, INSTRUCTORS, OFFICERS, EMPLOYEES, VENDORS, AGENTS, ATTORNEYS AND BOARD MEMBERS (COLLECTIVELY, “NFC PARTIES”), AGAINST ANY SUITS, CAUSES OF ACTION, LIABILITIES, LOSSES, DAMAGES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY’S FEES) FOR BODILY INJURY, DEATH, PROPERTY LOSS, OR ANY OTHER DAMAGES (COLLECTIVELY “LOSSES”) INCURRED BY MEMBER PARTIES ARISING OUT OF OR IN CONNECTION WITH MEMBER PARTIES’ ENTRY INTO, PRESENCE AT, OR PARTICIPATION IN ANY ACTIVITY AT NFC. MEMBER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS NFC PARTIES AGAINST ANY LOSSES ARISING FROM OR IN CONNECTION WITH THE USE OF ANY FACILITIES OR SERVICES AT NFC REGARDLESS OF ANY NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY OF NFC PARTIES OR ANY OTHER PERSON OR ENTITY. MEMBER FURTHER AGREES THAT ANY DISPUTE ARISING UNDER THIS CONTRACT OR IN CONNECTION WITH THE USE OF NFC FACILITIES SHALL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION WITH ARBITRATION TO OCCUR IN HARRIS COUNTY, TEXAS.

Please refer to the online Nottingham Forest Club Handbook for additional details.

Member Acknowledgement:

I agree, on behalf of myself, as well as my spouse, children, grandchildren, family members and guests, to abide by the terms of this Contract, the General Release and Arbitration Agreement as stated above, and the Club Rules contained in the Nottingham Forest Club Handbook, which are incorporated herein by reference, and which have been made available to me online. I acknowledge that should such Club Rules not be followed, or if I utilize NFC for purposes other than swim team activities, this Contract may be revoked by NFCA in its sole discretion and without refund of my membership fee. I acknowledge that neither this Contract nor the Club Rules may be amended or modified by oral agreement. I further acknowledge that this Contract does not give Member any ownership or voting rights in Nottingham Forest Club or NFCA.

Member Signature

Date: _____

To be completed by NFC staff upon receipt of signed contract and payment:

NFCA Acceptance: _____ Date: _____