



Nottingham Forest Club

SWIM • TENNIS • PLAY

325 Kickerillo Drive, Houston, Texas 77079

281-497-0550 (phone) nfclub@sbcglobal.net www.nottinghamforesthouston.org

2017 NON-RESIDENT MEMBERSHIP CONTRACT

This contract is between Member (individually and as agent for Member Parties, as defined below), and Nottingham Forest Civic Association, Inc. (“NFCA”). Upon acceptance by NFCA, Member and Member’s immediate family (spouse and minor children only) shall be entitled to utilize the Nottingham Forest Club facilities for the Membership Period noted below, subject to the terms of this Contract and the Club Rules, as contained in the Nottingham Forest Club Handbook, which is available on the NFC website.

Member Contact Information:

Member Name: _____ Spouse Name: _____

Member Cell Phone: _____ Spouse Cell: _____

Member Email: _____ Spouse Email: _____

Children’s Names _____

Children’s DOB _____

Mailing Address: _____

Subdivision: _____

Home Phone: _____

Emergency Contact: _____ Emergency Phone: _____

Membership Fee: \$850 (2017 Calendar Year)

Initiation Fee: \$ 0

Club Rules: Refer to Nottingham Forest Club Handbook.

Membership Period: January 1, 2017 – December 31, 2017

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:

On behalf of myself, as well as my spouse, children, grandchildren, family members and guests, I agree to abide by the terms of this Contract, as well as the Club Rules contained in the Nottingham Forest Club Handbook, which are incorporated by reference, and which have been made available to me online. I acknowledge that should such Club Rules not be followed, this Contract may be revoked by NFCA in its sole discretion and without refund of my membership fee or initiation 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 or Member’s family any ownership or voting rights in Nottingham Forest Club or NFCA.

_____ Member

Date: _____

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

Pool Pass Number: _____

NFCA Acceptance: _____ Date: _____