

# The Dolphin Club In Troy, Inc.

Membership Application

Member #:

Date:

Family Last Name

Adult Member 1 First Name

Adult Member 2 First Name

Mailing Address

Home Address

City

State

Zip

Email Address 1

Email Address 2

Home Phone

Cell Phone 1

Cell Phone 2

Member 1 Employer

Member 2 Employer

Member 1 Work Phone

Member 2 Work Phone

Children: 1)  
          2)  
          3)

Age:  
Age:  
Age:

Additional Children at additional \$25.00 each

Children: 4)  
          5)  
          6)

Age:  
Age:  
Age:

Grand Parents: 1)  
                  2)

3)  
4)

Referring Member (if applicable)

**By signing this application you (as a family) agree to abide by the rules and regulations attached to this application. Failure to do so could result in loss of membership.**

Signature

Date

**For Dolphin Representative Use Only:**

Credit Card

Check

Cash

Amount:

Check #:

Date:

Received By:

Credit Card Type:

Number:

Expiration:

Type	Rate	Discription	Qty
Family	\$ 500	2 Parents, up to 3 children, and 4 Grandparents	
Additional	\$ 25	Add for each additional child, over 3rd child/family membership	
Individual	\$ 275	Single Adult	
Student	\$ 175	Single Student under 18 years of age	

**Payments may be mailed to:   The Dolphin Club, PO Box 980, Troy, Ohio 45373**

11. **Trespassing** upon the Club's property by anyone during the time of day in which the grounds are closed is a criminal action and will be prosecuted.

#### Article II. Swimming Pool Rules and Regulations

The Club's management has the right to set the hours of operation. Generally, the pool will be open daily from 11:00AM to 8:00PM, Memorial Day to Labor Day weekend. This time frame may change due to inclement weather, when temperatures are below 75 degrees, or if there is fewer than 25 people at the club. However, the Club's management reserves the right to close the pool for special events or unforeseen maintenance during regular hours. Management will do its best to give advance notice the members in such a case. There are no refunds/credits for closures by management.

1. **Safety breaks of 15 minutes every hour will be enforced by the life guards.** The break will commence during the last 15 minutes of every hour. Only adults 18 years of age and older and children 3 years old and younger, accompanied by a parent, may swim during these breaks.
2. **Children from 6 to 18 years old: MAY have full swimming privileges** without regard to being accompanied by an adult member **IF:** the child has ***passed a swimming test*** to the satisfaction of the Club's management **and** if the ***child's parent or guardian has consented in writing*** to the child using the pool unaccompanied by an adult member.
3. **Children under the age of 12: MUST be accompanied by a parent or other responsible adult.**
4. ***Use of the Kiddie Pool:*** shall be **limited** to children **5 years of age and younger.**  
These children **MUST** be accompanied and supervised by an adult ***at all times.***  
Children who are not toilet trained **MUST** wear a swim diaper.
5. **All swimmers: MUST be clean before entering the pool.** Showers are provided and should be used prior to entering the pool.
6. **Admission to the pool *may be refused*** to anyone with colds, coughs, inflamed or red eyes, infections or to anyone wearing bandages. Please do not use the pool if you have had diarrhea in the last two weeks.
7. **No running, pushing, wrestling, ball-playing or undue disturbances** shall be permitted within the fenced pool area or clubhouse.
8. While a lifeguard is on duty, intentional distractions and/or conversations with them shall not be tolerated.
9. **Air-inflated tubes, life jackets, masks, toys, goggles, flippers and any other pool accessories:** *may* be allowed at the discretion of the "Club's" Representatives.
10. **No diving shall be allowed except off the diving boards.**
11. Flotation devices are *not permitted* in the diving board area.
12. **Swimmers:** are *not permitted* in the diving area. Adults or guardians are *not permitted* to catch a child diving off the diving board.
13. Only ***one person*** may use the slide at a time. This includes the ladder for the slide.

#### Article III. Tennis, Basketball and Corn Hole Courts Rules and Regulations

The tennis, basketball, and volleyball courts are ***solely for the use for which they are intended.*** **No roller skates, skateboards, bicycles or vehicles of any kind are permitted on the courts.**

1. Play and reservations are limited to 1 hour for each singles group and 2 hours for each doubles group when other members are waiting. Reserved court time has priority over walk-ons. Court time may be reserved by calling The "Club".
2. Players who have left the court because of the 1 hour time limitation for singles and 2 hour limitation for doubles may re-register for play and wait their turn for another court opening.
3. Playing time is unlimited when all courts are not in use.
4. The courts will not be in used outside of pool hours unless prior arrangements are made with the Club's management.
5. Non-players are prohibited from remaining inside the enclosed area tennis court during play.
6. Leaning, striking the top of or jumping over the tennis net is strictly prohibited.
7. Hanging on the rim of the basketball hoop is prohibited.

#### Article IV. Rules regarding Guests

It is the ***sole duty*** of the Member to ***inform*** their "Guests" of these "Rules and Regulations." "Guests" include anyone other than a Member. Daily guest fees shall be determined solely at the discretion of "Club's" management.

1. **All guests must be accompanied by a Club Member.**
2. **All guests shall be registered** at the concession stand **and pay the guest fee prior** to entering the facility.
3. **Guests shall be limited to 10 visits with a member.** The guest will be required to purchase an individual membership if visits to the "Club" exceed 10 visits.
4. **Special guest groups** (such as baseball teams, church groups, classmates etc) may enter if accompanied by a member and payment of the regular guest fee.
5. **Any groups with 3 or more guests MUST register with the "Club" 3 days prior** to the date of admission.
6. **All Members are responsible for their guests and indemnify the "Club" for any injuries, losses or damages incurred by their guests.**

#### Article V. Disclaimer

1. The "Club" is ***not*** responsible for ***any loss or damage*** of personal property, including vehicles, on premises.
2. The "Club" ***is not*** responsible for any personal injuries, accidents or casualties that occur as a result of the use of the premises, facilities, services and/or programs.
3. These rules and regulations may be amended or changed at the sole discretion of the "Club".

**These rules and regulations are lawful and binding. By signing the accompanying application, you acknowledge that you have read, understand, and consent to these terms and conditions and agree that you (Member, Listed Applicants, and Guests) will abide by these rules and that you understand that failure to do so may cause you to forfeit your membership and any dues associated with your membership.**

Member 1 Signature

Date

Member 2 Signature

Date

## Waiver of Liability

This agreement waives the liability of The Dolphin Club of Troy, Inc., hereinafter referred to as "Club" for any use of the services, facilities, swimming pool and/or programs of "Club". A non-parent cannot legally sign this waiver for other people's children. It must be signed by a parent/legal guardian.

PLEASE READ CAREFULLY AND SIGN BELOW

I, the applicant by signing below, wish for myself and the above listed individuals (if applicable) to utilize the services, facilities, and swimming pool offered by the "Club". I hereby agree that the use of the services, facilities, swimming pool, and/or programs is at my child's (if applicable) and my OWN RISK. As a condition of my and my child's (if applicable) use of such services, facilities, and swimming pool, I and my heirs and assigns expressly agree to forever discharge, waive and release "Club", its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of "Club", its owners, management, staff, servants, agents, employees and independent contractors that I or my child (if applicable) may have or acquire against "Club", its owners, management, staff, servants, agents, employees and independent contractors on account of bodily injury, mental injury and/or property damage from any mishap, accident, loss, damage or injury suffered by myself or my child (if applicable) or others resulting from, connected with or caused by the use of "Club's" services, swimming pool and/or facilities whether located on or off the "Club" premises, including, but not limited to any injury resulting from mechanical defects or failure of equipment or devices used in such services, programs, swimming pool or facilities. I further agree to defend, indemnify and hold harmless "Club", its owners, management, staff, servants, agents, employees and independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or caused by my or my child's (if applicable) use of "Club's" services, swimming pools and facilities, whether located on or off the "Club" premises.

alter the condition that the use of the services, facilities, swimming pool, and/or programs are at my child (if applicable) and my OWN RISK.

I declare and affirm that I and my child (if applicable) are in good medical and physical condition and that the use of the "Club" services, facilities, and swimming pool does not pose any danger to my or my child's (if applicable) health.

I agree that I and my child (if applicable) will abide by all the rules and regulations of the "Club", which may be posted at the "Club's" While I understand that these facilities may be monitored by lifeguards or any other staff, I understand that this does not expressly or by implication" facility, or issued orally and/or published in the "Club's" Application Agreement. These rules may be amended at the "Club's" discretion. I agree that I and my child (if applicable) will not engage in behavior injurious to the enjoyment of the "Club" facilities by other Invitees and Guests. I understand and agree that my and my child's (if applicable) use of "Club" facilities may be immediately terminated if my (or their) behavior is not in accordance with the rules.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver and Release for myself and my child(ren) (if applicable) by signing the Agreement.

Member 1 Signature	Date	Member 2 Signature	Date
The Dolphin Club In Troy, Inc.		Membership Rules and Regulations	

The following rules and regulations are **mandatory** for all Members, Applicants, and Guests of the "Club's" facilities. Adult Members have the sole duty to review these rules and regulations with Minors, other Applicants and Guests. The "Club's" representatives are authorized to enforce these rules and regulations. Failure to comply with any of the rules and regulations may result in the suspension of privileges for that Member, or dismissal from the premises of any Guest. The "Club's" representatives are the final authority on all matters of discipline at the "Club" and their lawful instructions must be followed or disciplinary action in the form of suspension of privileges or termination of membership may result. Along with other legal remedies, the "Club" may also instantly terminate any Member for infractions deemed serious by the "Club." Serious Infractions are determined at the sole discretion of the "Club." A terminated Member forfeits any paid dues.

Complaints regarding the terms, conditions, or disciplinary actions of the "Club" **must** be registered in writing to the Club's management and mailed to The Dolphin Club In Troy, INC. P.O. Box 980, Troy, OH 45373.

### Article I. General Rules for the Entire "Club" Grounds

1. **Alcohol, beer or other intoxicating beverages** shall neither be brought in nor consumed on "Club" premises.
2. All areas of the Club's premises shall be free from **smoking and/or tobacco products**. (except for the parking lot)
3. No **glass containers** of any kind are permitted within the fenced pool area or upon court surfaces of the premises.
4. No **animals or pets** shall be permitted upon the Club's property.
5. All commonly recognized or posted rules of safety, conduct, and sanitation shall be observed.
6. **Only authorized personnel are permitted in the purifying, storage or concession rooms.**
7. All members shall give full consideration in regards to rights and privileges of others.
8. The members and their guests must keep the "Club's" property clean and free from litter.
9. **Operation of Motor Vehicles** shall be limited to designated areas and drivers are under the lawful duty to use extreme caution, drive at speeds not to exceed reasonable limits, and yield to pedestrians.
10. **All accidents shall be immediately reported to Club's management.**