

## Stoweflake Membership Rules and Policies

1. Membership privileges are subject to all rules and regulations that are established by the Stoweflake Mountain Resort and Spa. All members shall abide by and comply with the rules and regulations and shall at all times conduct their activities in a safe and careful manner. Management and staff are vested with enforcement powers to implement the rules and regulations, and all members shall comply with directives from the management and staff for this purpose.
2. All dues, fees, charges and other amounts owed by a member shall be paid when due.
3. The Stoweflake Mountain Resort and Spa may suspend or revoke a members right to use the facilities and to enter upon the premises in the event the member: a) fails to pay any membership fees, dues, or other charges; or b) fails to comply with any of the rules, regulations, or policies. In the event of any membership suspension or revocation, written notice will be given.
4. All members must be able to swim competently to use the swimming pools. No lifeguard on duty.
5. Proper attire and courteous behavior shall be required at all times while on the premises.
6. All members shall use the facilities and equipment and engage in activities at the Stoweflake Mountain Resort and Spa at their own risk. This personal responsibility and assumption of risk are critical conditions of membership and use of the Stoweflake Mountain Resort and Spa facilities. The undersigned individually and as a parent, guardian, supervisor, or care provider of any minors accompanying the undersigned confirms agreement with and acceptance of these conditions for and on behalf of the undersigned and all minors, guests, heirs, and personal representatives.
7. The Stoweflake Mountain Resort and Spa reserves the right to close the facility or parts of the facility, as it feels necessary.
8. Your membership at the Stoweflake Mountain Resort and Spa is for personal use only.
9. Pool, facility and program schedules may change without notice at any time based on attendance levels, facility traffic management or for any reason the management feels necessary to accommodate all or our members.

## Assumption of Risk and Release of Liability

I wish to use the facilities and equipment and engage in activities at the Stoweflake Mountain Resort and Spa.

I am aware that using the facilities and equipment and engaging in activities at the Stoweflake Mountain Resort and Spa involve risks of injury, disability, and death by drowning and other causes. I hereby assume all risks and accept full responsibility for any such injury, disability or death.

I attest that I am physically fit without any medical or health problems. I have attained for medical insurance coverage and such life insurance, as I deem necessary or advisable.

I hereby release and absolve the Stoweflake Mountain Resort and Spa and all employees, agents, officers, directors, and other persons involved in any way with the Stoweflake Mountain Resort and Spa from any and all liability for injury, disability, death, or other loss incurred by me while using the facilities and equipment and engaging in activities at the Stoweflake Mountain Resort and Spa, except that this release shall not apply to willful malfeasance or intentional wrongdoing by the Stoweflake Mountain Resort and Spa. I covenant not to commence any lawsuit or take any other proceeding or action against the Stoweflake Mountain Resort and Spa or any employees, agents, officers, directors, and other persons for any such liability, each and all of whom I agree to indemnify and hold harmless from all costs and expenses, including reasonable attorney fees, they may incur in the event any such lawsuit, proceeding, or action is taken.

I understand that by signing the Release of Liability, I am waiving substantial rights, and I do so voluntarily with full knowledge of the significance of this document.

Signature (Adult) \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Stoweflake Spa & Sports Club Signature: \_\_\_\_\_ Date: \_\_\_\_\_