

Wimbledon Racquet Club

MEMEBERSHIP AGREEMENT

MEMBERSHIP: Members only and their guests shall have use of the facilities provided by the club subject to the rules and regulations set forth by Club management. Club management reserves the right to make reasonable changes in rules and regulations, as may be necessary.

By use of the facilities of Wimbledon Racquet Club and/or by the attendance at any of the activities of Wimbledon Racquet Club, the Member expressly agrees that Wimbledon Racquet Club shall not be liable for any damages arising from personal injuries sustained by the Member or his guest in, on or about the premises or as a result of their using the facilities and the equipment therein. By the execution of this agreement Member assumes full responsibility of any such injuries or damages which may occur to the Member or guest in, on or about the premises of Wimbledon Racquet Club and further agrees that Wimbledon Racquet Club shall not be liable for any loss or theft of personal property. Member assumes full responsibility for any injuries, damages or losses which may occur to Member or guest in, on or about the premises and does hereby fully and forever release and discharge Wimbledon Racquet Club, their owners, employees and agents from any and all claims, demands, damages, rights of actions, or cause of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the Member's or his guest's use or intended use of Wimbledon Racquet Club or the facilities and equipment thereof.

Buyer and Member warrant, represent and agree that Member is in good physical condition and that he has no disability, impairment or ailment preventing him from engaging in active or passive exercise or that will be determined or harmful to his health, safety, comfort or physical condition if he does so engage or participate.

GENERAL POLICIES AND PRIVILEGES:

1. Permanent Court reservations cannot be cancelled. However, if you notify the club management that you are unable to use your reserved court, we will attempt to sell your court and will credit your account. **Specific courts cannot be guaranteed** and may be changed by management.
2. Court time and lessons are in addition to the membership fees.
3. You may reserve permanent court time for the forthcoming season by signing a PCT Reservation Contract. One half the balance is charged to your account in September, and the remaining balance in January.
4. Private lesson time, cancelled with less than 24 hours notice, will be charged if the professional is unable to fill that time spot.
5. Junior members may book available courts one hour in advance at one-half the regular court price. The minimum fee for junior walk-ons is \$14.00 per hour.
6. Management reserves the right to repurchase court time for major events if they occur. Members will be given at least 1week notice.
7. Random court time that has been reserved must be cancelled at least 24 hours prior to use, or the member will be charged if the club cannot resell the court time.
8. For your convenience, yearly membership will be automatically renewed on your membership anniversary date, unless we are notified otherwise.

TERMINATION OF MEMBERSHIP: SUSPENSION, REFUNDS.

1. Failure of a member to comply with the rules and regulations of the club to observe and respect the privileges of other members, shall constitute grounds for termination of membership by club management at its discretion. In event of membership termination, the club shall be obligated to refund all or any portion of the membership dues.
2. A member's privilege to use the club facilities shall be suspended if their account is delinquent in excess of 90 days.
3. Club management shall further have the rights to terminate any and all memberships upon written notice to the member for abuse or destruction of the premises or facilities.

NOTICES: All notices to members may be made in writing, by mail, addressed to such member at their address as shown in the membership records of the club. All notices to club management shall be in writing and made to the club at its mailing address: 20250 Nine Mile Road, St. Clair Shores, Michigan 48080.

REPRESENTATION: It is expressly understood and agreed that no representations have been made other than those contained herein or in the Rules and Regulations of the Club, regarding membership, facilities or otherwise, and that no agent has been commissioned to represent Wimbledon Racquet Club.