CHESAPEAKE GOLF CLUB

Pool Membership Rates

| Individual \$225.00 | *One adult who is over the age of 18. |
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| <i>Couple \$325.00</i> | *Two adults, living in the same household, who is over the age of 18. |
| Family \$425.00 | *Two adults, and their children, living in the same household. The two adults must be over the age of 18. |

Swim Team Pool Membership Rate

*This membership is only for the Swim Team's Pool Membership Portion. Additional Fees apply for the Swim Team.

| Individual \$200.00 | *One adult who is over the age of 15. This member, must be on the Serpent Swim Team. |
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| Family \$375.00 | *Two adults, and their children, living in the same household. The two adults must be over the age of 18. At least, one child must be on the Serpent Swim Team, in order to pay this rate. |



Opening & Closing

The Pool will open Memorial Day and Close on Labor Day.

Pool Hours

Monday-Sunday

10AM - 8PM

Please read carefully and review with your family members as appropriate. Sign, date and return to Golf Course.

Swimming is only permitted when lifeguards are on duty. Anyone swimming after hours, will have their membership privileges revoked.

- 1. companied by an adult or sitter age 16 and above. (NO exceptions!) Anyone observed not adhering to this policy will have their membership privileges revoked, in compliance with Health Department.
- 2. *ALL food and beverages must be purchased from the Grill and consumed in the designated areas.*
- 3. The Grill will be happy to provide you with a cooler with the purchase of any beverages. Personal coolers are not allowed on the pool deck, except for medicinal purposes such as insulin or other medicines and must be preapproved by golf course management.
- 4. For sanitation reason, children who are not toilet trained must wear secured rubber/plastic pants with elastic legs or swim diapers.
- 5. For sanitation reason, we ask that you please wear appropriate swimming attire.
- 6. For safety reason, glass items are not allowed in the pool area or on the pool deck.
- 7. No pets are allowed on the pool deck at any time.
- 8. All injuries, no matter how small must be reported to the lifeguards immediately.
- 9. Aqua socks, flip flops, or other aquatic wear is permitted on the pool deck. Street shoes collect glass and other unsafe items.
- 10. Skateboards, scooters, bicycles or other items with wheels are not allowed in the pool area or on the pool deck.

- 11. For your safety, please walk at all times, no diving in to the pool, no horseplay, no pushing or shoving.
- 12.No Diving at any time.
- 13. For your enjoyment and consideration of the pool members, the use of radios and tape players will only be permitted if used with headphones.

For everyone's safety and enjoyment, PLEASE FOLLOW THE DIRECTION OF THE LIFEGAURDS!

In case of an approaching storm, we may decide to close the pool early for the safety of our members, and to prepare the pool deck for such an event. If so, members and guests will be notified of our time of closure 30 minutes in advance, and then MUST leave the pool area so that the lifeguards can close the pool.

In the event of Thunder, we will ask all patrons to exit the pool deck and seek shelter. The pool and deck will be closed for 30 minutes from the last Thunder heard, by a lifeguard.

In the event of Lightening, we will ask all patrons to exit the pool deck and seek shelter. The pool and deck will be closed for 30 minutes from the last Thunder heard, by a lifeguard.

I/WE, have read the above rules and have reviewed with the family members. Further *I/WE* agree to abide by them to help ensure a safe, clean and healthy environment for us all. Said rules may include, without limitation, rules regarding paper conduct, dress code and pool etiquette. By completing the forms, you agree to the above statements.

INDEMNITY AND HOLD HARMLESS

THIS AGREEMENT is made effective on the date the information is completed, Chesapeake Golf Club, LLC, (indemnitee and (indemnitor), collectively referred to as "Parties."

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein; Parties hereby agree as follows:

<u>TERMS</u>

Hold Harmless. I am agreeing on behalf of myself and/or as the parent/legal guardian if the member is under 18 years of age, shall defend, indemnify, and hold harmless Chesapeake Golf Club LLC, this facility, affiliated and partner companies and organizations, property owners, and lessors, staff, contractors, subcontractors, teachers, coaches, lifeguards, instructors, owners, directors and other members involved in this facility, from any and all actual of alleged claims, demands, causes of action, liability, loss, COVID-19, damage and/or injury to property or persons, including without limitation wrongful death, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, admissions, negligence, or willful misconduct of Chesapeake Golf Club LLC, the facility, the facility's personnel, employees, agents, contractors, or arising from use of the swimming pool at Chesapeake Golf Club.

This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorneys 'fees, and related costs or expenses, and any reimbursements to Chesapeake Golf Club LLC,, for all legal expenses and costs incurred by it.

Authority to Enter Agreement. Each Party warrants that the individuals who have Signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

1. Waiver. No waiver of any default shall constitute or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

2. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys 'fees and other related costs, in addition to any other relief to which the Party is entitled.

3. Entire Agreement. This Agreement contains the entire agreements between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

4. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, constructed, and enforced as so limited.

5. Applicable Law. This agreement shall be governed by the laws of the Commonwealth of Virginia.

I and the members listed under the family name, have read and agree to abide by the Rules, Terms and Regulations established for membership at Chesapeake Golf Club.

| Main Member: | |
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| Name: | |
| Phone: | |
| Email: | |

Family Member Names: