REDWOOD CITY ELKS LODGE #1991 2025 Member Pool Season Pass Request Rules & Member Responsibilities Form

MEMBER NAME:			Date:#
Phone:	Email (Requ	iired):	
Please CLEARL	<u>Y PRINT</u> names to be lis	sted on each pass:	
		<u>5-20</u> – (SPOUSE AGE NOT	<mark>" REQUIRED</mark>)
Pass #1		Relationship:	Age:
Pass #2		Relationship:	Age:
Pass #3		Relationship:	Age:
Pass #4		Relationship:	Age:
Pass #5		Relationship:	Age:
	*		
Pool Pass:	Before May 12 ^{th:}	May 12 th and after:	
1	\$130.00	\$150.00	
2 3	\$260.00	\$300.00	
3 4	\$300.00 \$400.00	\$350.00 \$450.00	
Fun Pass Punch (* <i>Request must be</i>		\$150.00 ad by MAY 11 th to received A	Early Bird Discour
Pool Pass		#Needed	Cost
•Regular Family Memb	oer Grandchild(ren)(Ages 5-20)	#inceded	
Fun Pass Punc	ch Card		
(10 punches per ca	rd)		
		Total	
	Members limited to a	max of 4 GUESTS PER DAY	
		AIRS/TABLES BEFORE 11a.	
		all chairs/tables before opening	
	<u>POOL CLOSES AT 11</u>	p.m. NO SWIMMING 11p – 5a	<u>I.</u>
		y family members who hold seasonal nd Lodge Staff to ensure a safe and e	
Signed		Date	

(PLEASE SEE ATTACHED FOR GENERAL POOL INFORMATION)

Payment	Type:
Check: #	

Cash:

_Exp _____ VCode: _____ Version 03192025

WAIVER & LIABILITY RELEASE (INCL. COVID-19 EXPOSURE) BY MEMBER AND/OR GUEST

REDWOOD CITY ELKS LODGE #1991, ("**RWCEL**"}

NAME:		Mer	Member #:	
Address, City and State:				
Email:	Cell:			
ADDITIONAL FAMILY ME	MBERS BOUND BY	THIS AGREEMENT: (Add page	s as necessary)	
Name:	Age:	Name:	Age:	
Name:	Age:	Name:	Age:	

I, and my children and/or guests (hereinafter "WE" or "US" or "OUR", conjunctively and disjunctively) who shall at all times remain under my direct supervision and control, recognize and understand that using the facilities owned and operated by Redwood City Elks Lodge No. 1991, 938 Wilmington Way, Redwood City, CA 94062, 650/365-1991 ("RWCEL") involves the risk of injury to US whether caused by US, RWCEL, or someone else. Specific risks vary from one activity to another and the risks range from minor injuries to catastrophic injuries including drowning, and/or death arising from, without limitation, slipping, tripping, falling, golf balls, clubs, group activities/contact, equipment failure, dining, drinking, exposure to the Covid-19 (or other) viruses, etc., on the facilities grounds. This legal document shall be referred to herein as the "Agreement". WE agree to assume and waive all risks, foreseeable or not, arising from OUR use of the RWCEL facilities, including exposure to viruses, bacteria, and other pathogens, on these terms:

- 1. I warrant and guarantee my authority to execute this **Agreement** on **OUR** behalf and have confirmed this authority prior to bringing any guest(s) onto the **RWCEL** grounds and premises. **WE** will abide by the **RWCEL** House Rules now in effect and as they may be amended from time to time, and **WE** confirm a copy of the House Rules has been made available to **US**.
- 2. WE understand and voluntarily accept and assume all risks of injury or harm to US in consideration of OUR being allowed entry to the RWCEL, and for US being allowed to participate in events and activities at the RWCEL.
- 3. WE hereby forever waive and discharge on behalf ourselves, OUR heirs, next of kin, and assigns, any and all claims that WE have, or may have in the future, against the RWCEL. The Benevolent and Protective Order of the Elks of the United States, Inc., ("BPOE"), and each of their respective officers, directors, trustees, employees, volunteers, agents and independent contractors (all of whom are hereinafter referred to as the "Releasees").
- 4. WE now and forever release the **Releasees** from all liability including, without limitation, any loss, damage, injury or expense that WE may suffer or that **OUR** heirs or next of kin may suffer as a result of **OUR** attendance at or participation in activities at the **RWCEL**, due to any cause whatsoever, including any negligence, active or passive, by the **Releasees**, by **US**, by anyone acting on the **Releasees** behalf or by anyone else using or at the facilities.
- 5. WE will defend and hold harmless **Releasees** against any bodily injury, wrongful death, or property claims made by any third party resulting from **OUR** attendance or participation in activities at **RWCEL**, caused by **OUR** negligence or other wrongful acts or omissions. This promise includes **OUR** payment of **RWCEL** attorneys' fees and costs on demand.
- 6. WE hereby authorize emergency medical treatment to US (permission from whom was first obtained by me), from first responders such as firemen, law enforcement, EMTs, good Samaritans, and life guards. WE warrant and guarantee that WE have current health insurance and medical clearance prior to OUR engaging in any exercise or activities at RWCEL.
- 7. WE understand and acknowledge that **RWCEL** does not manufacture fitness or other equipment at its facilities but purchases and/or leases equipment. WE understand and acknowledge that **RWCEL** is providing recreational services and may not be held liable for defective products. WE will inspect equipment at **RWCEL** for safety prior to their use.
- 8. WE hereby grant **RWCEL**, their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or likenesses to **US** for editorial trade, or advertising, in any manner and medium.
- 9. WE agree that in the event of my or OUR death, this **Agreement** shall be effective and binding upon US, OUR heirs, next of kin, executors, administrators and assigns. If any part of this **Agreement** be deemed unenforceable, the remainder of the **Agreement** shall remain in full force and effect. This **Agreement** may only be revoked in writing delivered by registered mail to the **RWCEL**, prior to any accident, event or occurrence giving rise to a claim of liability against the **Releasees** and agree that by revoking this **Agreement**, **WE** will concurrently forfeit the privilege of participating in **RWCEL** activities.

BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE THAT WE HAVE READ AND UNDERSTAND THE FOREGOING AND KNOW THE RISKS OF THE ACTIVITIES AT **RWCEL** AND WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH WE, OUR HEIRS, NEXT OF KIN, ASSIGNS, EXECUTORS, AND ADMINISTRATORS AND MAY HAVE AGAINST THE **RELEASEES**.



<u>REDWOOD CITY ELKS – 2025 POOL RULES</u>

General Information:

•When the pool is open and lifeguards are on duty, all members and guests of the Redwood City Elks Lodge #1991 (herein after "the Lodge) who visit the Pool Complex shall check in with the attendant on duty at the Snack Shack.

•Only members and qualified non-members (spouses) – no children or guests - may use the pool when lifeguards are not on duty and outside of pool season.

•Each patron, including members during guest hours, will be given a wristband for each day's visit. Wristband must be worn by members and guests until they leave the Pool Complex. Members are responsible for their guests. If a guest exhibits inappropriate or unsafe behavior, that guest will be asked to leave the Pool Complex without a refund of their day use fees.

•Entry to the Pool Complex is strictly through the West Gate following the path along the Lodge office and down the steps. Entry is prohibited through the Main Lodge complex or the Emerald Room.

•The Pool Complex is defined as the entire area within the fence, including lawn and BBQ patio off the Emerald Room. Please try not to use the raised patio off the Emerald Room during your visit to the pool if a private party has rented that space out for a function.

•It is the member's responsibility to provide proof of <u>current membership in good standing</u> if requested by Lodge Staff, Pool Committee, member or pool staff. **Without your membership card, you will not be allowed to gain access to the Pool Complex.** Pool passes and fun pass punch cards can only be used when presented with a valid membership card.

•Members limited to a maximum of Four (4) guests per day, unless pre-arranged.

•While our members are encouraged to bring guests to the pool occasionally, the guest passes are not meant to substitute for membership.

•Users of the pool must wear appropriate attire as established by the Pool Committee.

•No reserving chairs/tables before 11:00 am. Lifeguards will clear all chairs/tables before opening.

•Members are responsible for paying the day use fees for their guest and family members. Seasonal pool passes may be purchased for their qualifying family members. Fun passes can also be purchased for a discount on day use fees. Refer to Pool Complex Fees for full details.

<u>Safety:</u>

•Members will refer their guests and family members to the Pool Rules. Members, their children and their guests shall adhere to the Pool Rules.

•Children are not to be dropped off at the Lodge or left without supervision for any reason. If a member or member's spouse/partner is found to have left a child(ren) at the pool complex without the appropriate supervision, they will be referred to the House Committee for possible disciplinary action. *Children who are <u>not potty trained</u>*, *or under the age of three must wear a swim diaper*.



•Although only members and qualified non-members (spouses) are permitted to swim during times that lifeguards are not present, we discourage members from swimming alone. Please arrange to swim with a buddy. Further, if you have had seizures or have been diagnosed with heart or circulatory disorders, you are advised that swimming alone is extremely dangerous. You warrant that you have health insurance and medical clearance prior to using the pool.

•The Lodge assumes no risk for those members who choose to swim alone.

•Members, along with guests, may be asked to vacate the pool if pool maintenance needs to be performed, a sanitation issue has arisen, and/or if the pool is in need of chemical treatments. Please note all patrons, including Lodge members, will be asked to vacate the pool daily at the end of the last general swim to allow staff to check the pool, apply treatments if needed, and perform maintenance. If the pool requires chemical treatments such as shocking at that time, the pool will be closed for the day. If the pool does not require chemical treatment, member patrons may re-enter the pool after all maintenance is completed, usually within 30 minutes.

•If the pool must be closed for the purpose of shocking due to a fecal accident or other sanitation concern, all patrons must exit the pool immediately. If the closure will be for a prolonged period, the swimming pool complex may be closed and non-member patrons asked to vacate the pool complex. No refunds of day use fees will be issued in instances of pool closure for sanitation reasons.

Working with Our Staff:

•Lifeguards are hired to ensure that the Pool Rules are enforced. They are present to help ensure that members and their guests are provided a safe and enjoyable visit to the Pool Complex. They are asked to enforce rules that are common to swimming pools where lifeguards are present.

•Members and their guests are expected to treat the lifeguards with courtesy and to respect their requests in regards to the enforcement of all Pool Rules. ANY PERSON within the Pool Complex may be asked to leave by pool staff/lifeguards, Lodge Staff, or Lodge Officer at ANY TIME for violating the Pool Rules or for unsuitable, unsafe, erratic, or belligerent behavior. If a breach of safety or sanitation occurs while a member is present, please communicate with the lifeguard staff immediately regarding this concern, but do so in a constructive manner.

•Members should also address in a polite and constructive way the following behaviors immediately which are NOT allowed by staff - cell phone usage by staff while on duty, lifeguards neglecting their duties such as chatting with pool patrons or other staff & any other behavior that is distracting the lifeguards from their supervision of the pool.

Other:

•The Lodge assumes no responsibility for personal items brought to the Pool Complex.

•Alcoholic beverages must be purchased from the Lodge or Golf Shop. Absolutely no outside alcohol is to be brought into the facility. Members who violate this policy will be referred to the House Committee for possible disciplinary action.

•If purchasing alcohol at the Lodge, while visiting the swimming pool, please consume in moderation. Any member or member's guest who is visibly intoxicated will be asked to leave the swimming pool complex for their own safety and the safety of the other patrons.

•Users of the pool must clean-up after themselves and deposit all trash in the trash cans.