

ADD FAMILY

I, the undersigned Member of The Los Angeles Athletic Club ("The Club"), hereby authorize and instruct The Club to add my family member(s) to my account and charge my account the amount stated below. This authorization will remain in effect, unless I revoke it in writing to The Club. **This is a basic monthly dues membership and does not include a reserved locker.** Daily lockers are available at no charge.

*Adding your spouse \$40 per month Adding your children ages 12 to 20 \$10 per month Children under 12 years of age Free

* Marriage license is required. The Club reserves the right to require proof of family or family relationships now and in the future.

If you have any questions about family memberships, please contact the Membership Department at (213) 630-5200. We look forward to seeing you and your family at The Club.

SPOUSE NAME	BIRTH DATE
SPOUSE EMAIL	ANNIVERSARY
SON OR DAUGHTER	BIRTH DATE
SON OR DAUGHTER	BIRTH DATE
SON OR DAUGHTER	BIRTH DATE
Primary Member (print)	Membership#
Member Signature	

TERMS OF MEMBERSHIP In consideration of the acceptance of my membership by The Los Angeles Athletic Club ("The Club"), I agree as follows: (1) to abide by The Club's Membership By-Laws and House & Grounds Rules as they now exist and any future amendments; (2) my membership shall be non-transferable; (3) members incur no liability for debts of The Club nor do they acquire any equitable interests or property rights in The Club's assets; and (4) The Club is not obligated to continue to operate its facilities for use by its members. I acknowledge that I have been given the opportunity to inspect the Membership By-Laws and the House & Grounds Rules.

Acceptance for membership is contingent on credit and reference checks. Applications not acted favorably upon by the Membership Department within 60 days will be considered invalid and the initiation fee returned, less the processing charge of \$75. I understand that I may terminate my membership in The Club at anytime, but to do so, I must sign, date and deliver to the Membership Department a written resignation notice. I will not be liable for monthly dues after the month in which The Club receives my signed written resignation. I will promptly pay any outstanding balance on my house account, including dues for the month in which The Club receives my written resignation, plus any finance charges, and I will remain liable for all contractual obligations that survive the termination. I will pay The Club's costs of collecting any unpaid sums due and owing.

CREDIT CARD & AUTO DEBIT AUTHORIZATION I authorize The Club to charge my credit card for the amount of the initiation fee listed on the front of this document. I also authorize The Club to charge my credit card in the future for any unpaid dues and charges that are over 60 days past due. If a blank check is provided I authorize The Club to auto debit my checking account on the 15th of each month for my FULL BALANCE DUE.

PUBLICATION CONSENT I irrevocably authorize The Los Angeles Athletic Club to take photographs of me in The Club's facilities and participating in activities of The Club, and to use, reuse, publish, republish and exhibit such photographs in *Mercury* magazine and other media, in any manner, in conjunction with my name or not, for public relations, marketing, sales and other purposes, without compensation and without my further approval. The Club shall own all right, title and interest in all such photographs.

DISCLOSURE AND AUTHORIZATION TO OBTAIN CONSUMER REPORTI understand that a consumer report, which may include information regarding my credit worthiness, credit standing and credit capacity will be requested and may be used in whole or in part for the purpose of evaluating me for membership in The Los Angeles Athletic Club/California Yacht Club ("The Club"). The consumer credit reporting agency preparing the report is *Experian*, 475 Anton Blvd., Costa Mesa, CA 92626, (800) 831-5614. Their files are available for review in person, by certified mail or by telephone with proper identification. By my signature below, I authorize The Club to obtain a consumer report regarding me. I acknowledge receipt of "A Summary of Your Rights Under the Fair Credit Reporting Act."

ASSUMPTION OF RISK, LIABILITY WAIVER, RELEASE AND INDEMNITY AGREEMENT Please Read Carefully

In consideration of my membership/family privileges in The Los Angeles Athletic Club ("Club"), I agree and acknowledge the following, for myself, my family members, heirs, personal representatives and next of kin:

- 1. <u>Assumption of Risk</u>. Use of the Club's facilities and participation in Club related activities is completely voluntary and for my recreational and social enjoyment. I recognize that use of the Club's facilities and participation in Club related activities involves risks, including the risks of personal injury, disability and property loss, and I expressly assume all risks, including unforeseen risks. The Club is not my insurer. I will maintain my own insurance sufficient to protect myself and my family.
- 2. <u>Liability Waiver and Release</u>. To the fullest extent permitted by law, I waive all claims, forever release and promise not to sue the Club for any personal injury or property loss arising from any exercise of membership privileges, use of the Club's facilities or participation in any Club related activity by me, my family members and guests, including any active or passive negligence of the Club. This waiver and release also includes any claims by, or on behalf of, my children (if any).
- 3. <u>Indemnification</u>. To the fullest extent permitted by law, I promise to hold harmless and indemnify the Club from and against any and all claims, damages, lawsuits, liabilities, losses, costs and expenses including attorney fees, arising from any exercise of membership privileges, use of the Club's facilities or participation in any Club activities by me, my family members or guests.
- 4. <u>Time Limit on Claims</u>. Any complaint, cross-complaint or other legal action against the Club arising from my membership, use of the Club's facilities or participation in any Club activity, whether arising in contract, tort or otherwise, must be served on the Club within 180 days after the occurrence that first gave rise to the legal action, or all claims and causes of action shall be conclusively deemed forever waived and barred, regardless of any longer period provided under any statue of limitations.
- 5. Interpretation. As used herein, the "Club" shall mean the Los Angeles Athletic Club, its owners, affiliates and the partners, directors, officers, employees, agents and representatives of any of them. This Agreement contains all of the understandings between me and the Club regarding the subject matter hereof, and may be modified only in a writing signed by the party to be charged. I am not relying upon any promises, representations or inducements not contained herein. The waiver, release and indemnity provisions herein are continuing obligations and intended to be as broad, comprehensive and inclusive as permitted by law, but are not intended to assert any claims or defenses which are prohibited by law. The provisions of this Agreement shall be interpreted in such a way so as to render them valid whenever possible, and any ambiguity shall not be strictly construed against the Club. If any part of this Agreement is held invalid by a court or arbitrator having jurisdiction, the remainder shall continue in full force and effect.

By signing below I certify that I have carefully read,	understand and agree to at	ll of the above terms and understand. I also certify that all of the i	nformation I have
provided is true, correct and complete.			
Signature – Primary Member	Date	Signature – Spouse/Family Member	Date