Membership Agreement
Club Facilities, LLC
a/k/a The Signature Club of Lansdowne

3256 Lansdowne Dr.
Lexington, KY 40502
859-277-6600 (ext. 2)

www.signatureclub.org

1. **Binding Agreement.** This Membership Agreement (the "*Agreement*") is binding upon all Members, Primary Members, Associate Members, Guests, and invitees or licensees of the Club. Use of the Club facilities and presence upon the Property shall be contingent upon strict compliance with this Agreement and all terms herein. This Agreement (as may be amended from time to time) must be executed prior to commencement of any membership and shall continue to bind the Members during any period of renewal. The Club may require execution of a new form of Agreement prior to any subsequent renewal.

2. **Definitions.**

2.01. "*Associate Member*" shall mean (i) an individual who is listed on the Membership Application as the spouse or partner of a Primary Member pursuant to a Family Membership and (ii) the children, grandchildren, or wards or dependents who reside in the same household as the Primary Member, provided that the child/grandchild/ward/dependent is unmarried and under the age of twenty-seven (27). Each Associate Member shall be registered with the Club at the time the Family Membership Dues are paid for each Membership Year. The Associate Member(s) shall also present a photo ID and permit the Club to retain a copy of same on file, except that this requirement shall not apply to minors or those whom are not ordinarily required to possess a school- or government-issued photo ID.

2.02. "*Club*" shall mean Club Facilities, LLC a/k/a The Signature Club of Lansdowne located at the Property (as defined herein).

2.03. "*Disciplinary Measure*" shall mean any restriction, suspension, or termination on a Member's privileges to use the Club as a result of the Member's violation of this Agreement or any of the Rules as defined herein. Disciplinary Measures may apply to an individual, multiple Members (including certain Members within a Family Membership as defined herein), Guests, or any other person using Club facilities or the Property.

2.04. "*Dues*" shall mean the fees paid by a Member entitling the Member to rights and privileges at the Club for a Membership Year.

2.05. "*Family Membership*" shall mean membership of a Primary Member and Associate Member(s) that reside in the same household dwelling and have paid Dues for a Family Membership.

2.06. "*Guest*" shall mean an individual accompanying a Member during the Member's use of the Club facilities.

2.07. "*Member*" shall mean (i) a Primary Member who has paid Dues in full for the current Membership Year, or (ii) who is an Associate Member through a Primary Member who has paid Dues in full for the current Membership Year.

2.08. "*Membership Year*" shall mean the 365-day period commencing on the date of the Member's membership becomes effective or renews. If such date is not known, the Membership Year shall by default be October 1 through September 30 .

2.09. "*Primary Member*" shall mean the person listed on the Membership Application for any given Membership Year as the Primary Member.

2.10. "*Property*" shall mean the real property currently located at 3244, 3248, 3256, and 3300 Lansdowne Drive, Lexington, Kentucky and all improvements thereon. This definition shall be coextensive with the real property which now or in the future is known as or used as "The Signature Club of Lansdowne" and shall not create any real property rights in any Member whatsoever.

2.11. "*Rules*" shall mean the rules, regulations, and policies adopted by the Club from time to time in its sole discretion. The Rules may be adopted, repealed, amended, modified, or restated at any time during the Membership Year by the Club in its sole discretion.

3. **Dues.** Dues shall be set annually by the Club and must be paid in full by prior to the commencement of the Membership Year. Dues are completely nonrefundable: there shall be no full or partial refund for any reason whatsoever, including without limitation natural disaster, acts of God, governmental shutdowns, pandemics/epidemics/plague, limited operational capacity, condemnation, catastrophe, loss, orders of public safety, martial law, economic recession/depression, personal misfortune, repairs, improvements, or any other reason of any kind whatsoever. Dues shall not be pro-rated for any Member.

4. **Membership.** Each Member shall be entitled to reasonable use of the Club, provided that he/she complies with all Rules and is otherwise in good standing. For purposes of this provision, "good standing" means the Member's Dues are paid in full and the Member is not subject to any Disciplinary Measure. No Member shall be entitled to any express or implied ownership, stake, directorship, office, or voting rights in Club Facilities, LLC. No Member shall be entitled to inspect the books and records of the Club, to participate in the management of the Club, or to conduct oversight over the Club or its activities. Member rights shall be limited to those expressly set forth in this Agreement. Every Member must fully execute and return this Agreement (or in the case of a minor or dependent, the

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Agreement must be executed and returned on their behalf), including all supplemental incorporated documents referenced in Section 7 below or as may be required in the future by the Club, on an annual basis, and Member's eligibility and membership is strictly dependent on same, notwithstanding and in addition to any automatic renewal or payment of Dues. In the event that any Member or Associate Member is disassociated from the Club or membership therein for any reason, including but not limited to, divorce, separation or relocation, no membership shall be "split", separated, refunded, prorated, or otherwise amended during the Membership Year.

5. **Club Rights.** The Club reserves the right to restrict or refuse access and/or privileges to any Member, Guest, or other individual for any reason in the Club's sole discretion. The Club shall be entitled to terminate the membership of any Member for violation of this Agreement or the Rules. In the event of termination, Dues shall not be refundable regardless or the Club's reasons for terminating the membership. The Club reserves the right to restrict, limit, or alter Member access to any portion of the Club or the Property, including any amenity or facility thereon, as the Club deems necessary for purposes of repair, maintenance, alteration, improvements, safety, or any other reason. The Club does not guarantee access to or availability of any amenity or service at the Property, and reserves the right to hold private events at the Club which temporarily limit Member access.

6. **Photo Use Policy.** The Club may take or cause to be taken photographs of the Club facilities, including a Member or Members, for use on the Club's website, fliers, marketing purposes, and other uses. By executing this Agreement, you agree for yourself and all Associate Members and family members to this photo policy. These photographs are property of, and for the exclusive use and benefit of, the Club unless otherwise expressly stated. Members shall not download, print, distribute, link to, or otherwise use such photographs without the prior written consent of the Club. The Club reserves the right to amend this policy at any time.

7. **Amendments.** The Club reserves the right to amend, modify, or restate this Agreement in advance of each Membership Year. No Member shall have rights except those which are expressly set forth in this Agreement, as amended, modified, or restated from time to time by the Club. Specifically, and without limitation, the Club has the sole right to change or adopt any of the Rules or policies without prior notice to any Member. Although the Club may, as a courtesy, notify Members of these changes by mail, email, physical posting or otherwise, the Club is not obligated to do so and failure to do so will not render the change invalid or unenforceable retroactively or prospectively.

8. **Incorporated Documents.** The following documents, as may be modified or supplemented from time to time by the Club, are incorporated into this Agreement by reference as if fully set forth herein:

- 8.1. Membership Application;
- 8.2. Membership Renewal Agreement (if applicable);
- 8.3. General Waiver and Release of Liability;
- 8.4. Club Rules and Regulations; and
- 8.5. Membership Card Information and Pool Guest Fee Schedule.

Member understands and acknowledges that the incorporated documents are a material inducement for the Club to enter into this Agreement, and that the Club would not enter into this Agreement otherwise. By signing below, Member acknowledges that he/she has reviewed each of the incorporated documents or had the opportunity to do so, and therefore shall be deemed to have signed and be bound by the terms of each and every incorporated document.

9. **Nature of Relationship.** The relationship between the Club and every Member shall be contractual only pursuant to this Agreement. There shall be no co-ownership, partnership, joint venture, co-venture, or similar relationship, whether implied or in fact, between the Club and any Member.

10. **Interpretation.** In the event any other Club document, policy or rule conflicts with this Agreement, this Agreement shall control.

11. **Disputes.** In the event of a dispute between any Member and the Club, this Agreement may be enforced in a court of competent jurisdiction in Fayette County, Kentucky. The Club shall be entitled to recover its reasonable attorney's fees, costs, and expenses incurred in enforcing this Agreement. The Club's liability to any Member shall be limited to that Member's Dues paid for the Membership Year during which such liability first arose.

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12. **Miscellaneous.** This Agreement is the entire Agreement between the Member and the Club. This Agreement does not entitle Member to use of the Grand Ballroom. This Agreement shall be binding upon Associate Members and Guests to the same extent it is binding on the Member, and Members are obligated to ensure all Associate Members and Guests strictly comply with the terms of this Agreement and the Rules at all times. Each Member shall indemnify, defend, and hold the Club and its members, managers, stakeholders, employees, and agents harmless from any damages or claims arising out of the Member's and/or Associate Members' conduct, acts, or omissions while using Club facilities or being present upon the Property.

General Waiver and Release of Liability
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1. I HEREBY EXPRESSLY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH MY USE OF THE SIGNATURE CLUB FITNESS CENTER, POOL AND OTHER AMENITIES AND FACILITIES LOCATED AT OR ON 3244, 3248, 3256, or 3300 LANSDOWNE DRIVE, LEXINGTON, KENTUCKY 40502 OR APPURTENANT THERETO OR WHICH ARE OWNED OR OPERATED BY CLUB FACILITIES, LLC A/K/A THE SIGNATURE CLUB OF LANSDOWNE (the "*Club*" and the real property and all improvements thereon being the "*Property*") including by way of example and not limitation, any risks that may arise from negligence, gross negligence or intentional act on the part of the persons or entities being released, from any condition, dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. Specifically, I assume the risk of contracting any communicable disease or condition from my use of the Club or presence upon the Property.

2. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activities at the Club, and have not been advised to refrain from participation by a medical professional. I certify that there are no health-related reasons or problems which preclude my participation in activities at the Club. I acknowledge that the Club is not providing medical care, treatment, or supervision; agreeing to provide medical care, treatment, or supervision; or assuming any responsibility for my health or use of the Club facilities.

3. I acknowledge that this Release will be used by Club Facilities, LLC d/b/a The Signature Club of Lansdowne (and its owners, members, shareholders, managers, employees, and agents), event holders, sponsors, organizers, owners, or managers of the Club activities in which I may participate, and that it will govern my actions and responsibilities at said activity. In consideration of my application and permitting me to participate in Club activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

a. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to liability arising from the alleged or actual negligence, fault, intentional acts, and fault of the entities or persons released, for my death, disability, illness, personal injury, property damage, property theft, inconvenience, or actions of any kind which may hereafter occur to me including on the Property, during my use of Club facilities, or during Club activities, THE FOLLOWING ENTITIES OR PERSONS: Club Facilities, LLC d/b/a The Signature Club of Lansdowne, and its members, managers, owners, shareholders, stakeholders, employees, agents, coaches, trainers, directors, officers, employees, personnel, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers ("*Released Parties*"); and

b. I SHALL INDEMNIFY, DEFEND, HOLD HARMLESS, AND COVENANT NOT TO SUE the Released Parties from any and all actual or alleged damage, liability, or claim made as a result of my use of, or participation in activities located at, the Club or upon the Property, whether caused by negligence, gross negligence, or intentional acts or otherwise, of any nature whatsoever and without limitation. It is my understanding and intention that I am fully and completely releasing the Released Parties from any and all liability of any kind whatsoever arising from or related to my membership, presence, or use of the Club facilities and Property, without reservation of any claim or cause of action whatsoever, and that this Release is a material term and consideration of the Membership Agreement and my membership.

4. I acknowledge that Released Parties are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I execute this Release with the knowledge that Club activities may involve inherent risk and the exertion of a person's physical and mental limits, which carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by facilities (including the condition and cleanliness thereof), temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, trainers, volunteers, monitors, and/or producers of the activities.

5. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

6. I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, and film likeness to be used for any purpose by the Club, activity holders, producers, sponsors, organizers, and assigns. The Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

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7. **REGARDING MINORS AND DEPENDENTS:** If the participant is a minor or dependent (collectively a "*Dependent*"), this Release must be executed on behalf of the Dependent by the Dependent's parent and/or (if applicable) legal guardian with legal authority on behalf of Dependent (the "*Indemnitor*"). As a condition of using the Club facilities and Property, and in consideration for use of same, the Indemnitor expressly and exclusively assumes the duty, obligation, and risk to monitor and safeguard (or the failure to monitor and or safeguard) each Dependent at all times while using the Club facilities or being upon any part of the Property or improvements thereon. Indemnitor acknowledges and agrees that the Club may—but is not required to—staff personnel at the facilities, and in the event Club does staff personnel, Indemnitor understands the presence of such personnel are in no way acceptance of or agreement by the Club to monitor, safeguard, or protect any Dependent, and that Indemnitor expressly releases and waives any claim against the Released Parties arising out of the acts or omissions of the Released Parties regarding the Dependent. The Indemnitor, as a material term of the Membership Agreement and as consideration for use of the Club facilities and the Property, affirmatively agrees to indemnify, defend, and hold the Released Parties harmless from any and all claims brought by, through, or on behalf of a Dependent regarding any injury, incident, loss, damage, or other claim of any kind whatsoever arising from or relating to the Dependent's use, participation in, or presence upon the Club facilities or the Property. The Indemnitor understands, agrees, and intends that his/her indemnity of the Released Parties shall be strictly enforceable notwithstanding any judgment or ruling that this Release is ineffective to release the Dependent's claims directly against the Released Parties. The Indemnitor's obligations apply with equal force and effect to every guest or invitee of the Dependent or Indemnitor, including other minors and legal dependents whether or not specifically identified below.

Club Rules and Regulations
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I. GENERAL RULES

1. The Club reserves the right to amend, supplement, or modify Rules and Regulations (the "*Rules*") at any time.
2. Members and Guests shall strictly abide these Rules and any posted signs or rules.
3. Compliance with these rules shall be determined solely by the Club, and all Members and Guests shall abide the determination.
4. The Club reserves the right refuse service and/or ask any Member or Guest (or their entire party) to leave for actual or attempted violations of the Rules.
5. Violations of rules shall be subject to Disciplinary Measures set forth in the Member Agreement. These may include warnings, limited access, suspensions, or terminations of membership.
6. The Club is family friendly. All offensive, profane, vulgar, or inappropriate clothing is prohibited, and all profane, offensive, and vulgar language and actions are prohibited.
7. Smoking is permitted only in areas designated as indicated by signs. Smoking is prohibited everywhere except these specially marked smoking areas. This Rule applies equally to vape pens, electronic cigarettes, and smokeless/chewing tobacco.
8. No dependents, including children under age twelve (12), may be unsupervised at any time. The Club is not a childcare service or day camp, and *the Club shall not be responsible for supervision of or care for unsupervised dependents.*
9. The Club is not responsible for lost or stolen property, accidents, or injury to Members or Guests. Members and Guests use the facility at their own risk.

II. POOL RULES & REGULATIONS

1. Admission to the pool area may be limited or refused to a person (including any children):
    a. Having any contagious disease or infectious condition such as colds, fever, coronavirus, ringworm, foot infections, skin lesions, carbuncles, boils, inflamed eyes, ear discharges, etc.;
    b. Having excessive sunburn, unhealed abrasions, corn plasters, bunion pads, adhesive tape, or bandages of any type;
    c. Under the influence of alcohol, medication, illegal substances;
    d. Running, pushing, pulling, grabbing, throwing or dunking objects, roughhousing, wrestling, or fighting;
    e. Failing to follow the Rules, the directions and commands of lifeguards, or otherwise posing any actual or potential risk to the safety of self and others;
    f. Exhibiting dangerous, disruptive, or erratic behavior; or
    g. Failing to wear appropriate swimwear which provides sufficient cover.
2. All directions and commands issued by lifeguards shall be followed. Persons failing to follow lifeguard directions and commands may be warned or, when appropriate, required to leave the pool temporarily for a "time out" or leave the Club property entirely.
3. Pool use is only permitted during regular designated hours or on special occasions when a Club-approved lifeguard is on duty. Pool hours may be shortened or extended due to inclement weather, low attendance, extra maintenance, or special functions.

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4. In the event of lightning or thunder, the pool and other pool areas must be cleared. No one shall re-enter the area until permitted by the lifeguards and/or Club management. In the event of fecal or other contamination, the pool may be closed for a period of twenty-four (24) hours or more in accordance with applicable law and good safety practices.

5. Lifeguards will call hourly 10-minute breaks for the pool, during which time no minors or dependents shall be permitted in the pool. Parents and caregivers should utilize this time to insure children take bathroom breaks, have diaper changes, reapply sunblock, hydrate, and rest.

6. Members are required to present a membership ID when entering the pool area. No unaccompanied dependents or minors under age twelve (12) are permitted.

7. Members shall be present at Guest check-in, at which time Guest fees will be collected and Guests shall sign all paperwork required by the Club (if any).

8. Members must accompany and are responsible for the conduct of their Guests at all times.

9. Food, drink, coolers, alcohol, glassware, and soap is prohibited in the pool and deck areas. Care must be taken to avoid spilling sun screen or lotion in areas that pose a slipping hazard. Members and Guests shall promptly report any spills or hazards to a lifeguard.

10. Diving is permitted only from the diving board.

11. All persons using the pool shall take a cleansing shower before entering the pool.

12. Spitting water, spouting water, blowing noses, and other methods of contaminating the pool are expressly prohibited.

13. No more than one person at a time shall be permitted on the slide or diving board.

14. No animals are allowed except service animals.

15. Skateboards, roller skates, roller blades, scooters, and bicycles shall not be permitted in the pool or deck areas.

16. The following are prohibited: speakers and radios; oversized or multi-person rafts or floats; water guns; and toys which are not pool-safe. Every object brought into the pool and deck area is subject to the approval of the lifeguards and Club staff.

17. Lounge chairs are on a first come, first serve basis. No lounge chairs of any type are permitted within the pool at any time.

III. BASKETBALL, TENNIS, AND VOLLEYBALL COURT RULES

1. Only appropriate sports equipment is permitted on the sport courts. No toys or non-sporting equipment is allowed on the courts. This includes, but is not limited to, roller skates, roller blades, skateboards, scooters, bicycles, drones, tables, chairs, etc.

2. Use of courts is limited to playing tennis, pickleball, basketball, volleyball, and any other appropriate court sport. The courts shall not be used for social gathering or other non-sports purposes.

3. Dependents and minors under age twelve (12) must be accompanied by an adult at all times.

IV. FITNESS CENTER RULES

1. Access to the Fitness Center requires a Member card. Members must swipe the card for every entry. Members shall not “swipe in” others, give others (including dependents and minors) Member cards to permit otherwise unauthorized access, or permit others to enter the Fitness Center without swiping their own cards. Guests are prohibited in the Fitness Center.

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2. No person under age twelve (12) may enter the Fitness Center, but may use the designated children's activity room while under responsible adult supervision. Children age twelve (12) to fifteen (15) may be in the Fitness Center if accompanied by a responsible adult. The Club does not provide supervision or childcare services.

3. No person under eighteen (18) years old may use the cold plunge, sauna, or steam room.

4. Bathing suits are required while using the cold plunge, sauna, or steam showers.

5. Never drop or "slam" weights or other equipment for any reason. This is unsafe and can damage the Fitness Center equipment.

6. Appropriate attire and footwear is required in the Fitness Center at all times.

Membership Card Information
and Pool Guest Fee Schedule
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Membership Card Information

New Members: Each new Member (age 16+) is issued a membership card at the time Dues are paid in full. Members age 15 and under are issued a Member number shall be entered into membership records. A photograph must be on file to activate your card. Photos can be taken in the Club office or at the pool office. If you paid your Dues and have not received your card(s), please visit the office.

Renewing Members: When your Dues are paid in full, your card is automatically reactivated. Once a member turns 16, please notify the office to have the individual added to the electronic swipe system for the Fitness Center and, if needed, a card issued. Remember you must have a photo on file for your card to remain active. Photos can be taken in the Business Office or at the Pool Office (during pool season).

Keep Your Card Safe: You will use the same card(s) each season that you renew (unless the Club changes the cards or requires you to obtain a new one). Keep your card in a safe place. If you lose your card, you may come into the business office during regular business hours for a replacement card. Each Member may obtain one (1) replacement card per Membership Year at no cost, and subsequent card replacements during that time shall cost $5.00 each.

Member Card Photos: Cards are not activated until the Member has been photographed. Members be photographed in the business office during regular business hours or at the pool office (during pool season only).

Guest Passes

Guest Passes: Each Primary Member may purchase up to 25 Guest passes per season. An individual may come to the Club as a Guest up to six (6) total times per season. Children under age three (3) require no fee.

Guests are prohibited on the following holidays: Memorial Day; Fourth of July; Back to School Bash; and Labor Day. In addition to the Back to School Bash, the Club may identify other special events, occasions, or days that Guests are not permitted.

Check-In Process: Every Guest must be checked in alongside their accompanying Member. Guests shall check in at the designated main or side pool gates. All Guest fees must be paid prior to entry.

Pool Guest Fees: Current rates are (subject to change by the Club):

Weekdays	**Weekends**
$15 per Guest	$25 per Guest

All Guest pass fees are non-refundable. The fee grants access to the pool facility for the day. Fees are not prorated. The pool manager may, but is not required to, issue a full or partial refund or credit of Guest fees if warranted by inclement weather conditions or other closure.

Annual Babysitter Pass: Members may purchase a babysitter pass for $265.00 per Membership Year. These passes allow the Member's designated sitter to bring the Member's children to the pool when the Member is not present. The sitter must present the pass at each visit. This pass is purchased through our membership office. Sitters shall not use (or take children to) the Fitness Center for any reason.

- Valid for one (1) pool season.
- Member's children must accompany the sitter.
- This pass shall not be used for any holiday, event, or occasion which limits or prohibits Guests (see above).

All sitters utilizing a babysitter pass shall abide all rules of the Club. These passes are offered as a convenience to our Members and we appreciate your cooperation in ensuring proper use. The Club reserves the right to revoke, rescind, or limit a Member's use of babysitter passes if misused or abused (in the Club's sole discretion).