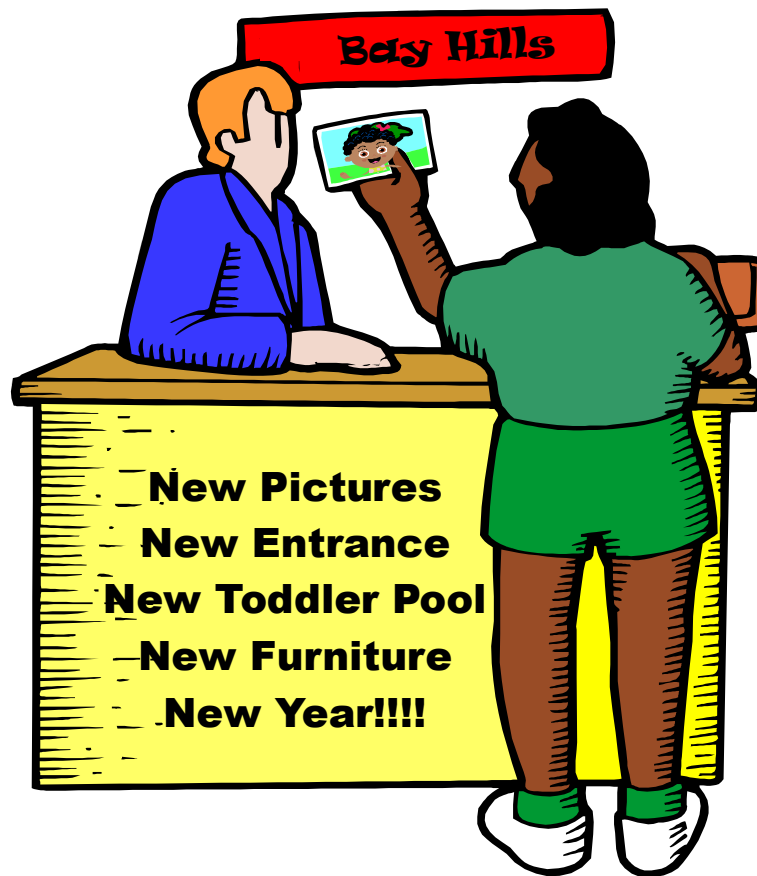


NOTICE

**Everyone MUST send in
a new picture this year**



- ◆ Please upload a picture (front-facing) of each person on the membership. Follow the link for member's photo submission on our website: bayhillsswimclub.com.
- ◆ If you cannot upload a photo, please submit a picture (front-facing) of each person on the membership. (Please identify each picture by attaching it on the appropriate page of the application and writing his/her name on the line provided.) Pictures do not need to be a certain size. We just ask that you provide a picture that clearly shows the face of each member. (Large photos work better.)



Bay Hills Swim Club

Location: 580 Bay Hills Drive, Arnold, MD • Send to: 16 Stenersen Lane, Suite 4A, Hunt Valley, MD 21030

February 16, 2010

Dear Prospective Pool Member:

With the 2010 summer season fast approaching, it is that time of the year to start making plans for the warm summer days ahead.

For the upcoming summer season, there will be significant capital improvements which will be the grandest facility renovation in the history of the Club:

1. **New Toddler Pool:** The crown jewel of the renovations will be the toddler aquatic area which will have 1,500 square feet of water surface area with multiple water features and an enclosed deck area of 5,000 square feet.
2. **Main Pool:** This pool will receive a major overhaul including: new coping, new tile, and pool resurfacing. In addition, several plumbing lines and skimmers have been excavated and replaced.
3. **New Furniture:** We will be adding 100 pieces of furniture as well as several umbrellas.
4. **New Facility Entrance:** The new entrance to the facility will be accessed off of the parking lot.
5. **New Check-In System:** The new system will work basically the same, but without the glitches. If you were a 2009 member, you can use your passes from 2009, but you **must submit a new picture(s)**.

These renovations will create an aquatic experience unmatched in the area and establish the Bay Hills Swim Club as one of the premier swim clubs in Anne Arundel County. Memberships are sold on a first-come, first-serve basis, so don't delay. We are looking forward to another great season at Bay Hills Swim Club. We hope to see you there!

Sincerely,

David O. Watts



Bay Hills Swim Club

2010 Swimming Pool Season



Regular Pool Hours

May 29, 2010 - September 6, 2010

Monday	11:00 a.m. to 8:00 p.m.
Tuesday	11:00 a.m. to 8:00 p.m.
Wednesday	11:00 a.m. to 8:00 p.m.
Thursday	11:00 a.m. to 8:00 p.m.
Friday	11:00 a.m. to 8:00 p.m.
Saturday	11:00 a.m. to 8:00 p.m.
Sunday	11:00 a.m. to 8:00 p.m.
Holidays	11:00 a.m. to 8:00 p.m.

*Pool may close early for special events.

End-of-Season Pool Hours

In the event public schools in Baltimore County open prior to Labor Day, the pool hours shall be as follows:

Weekdays	4:00 p.m. to 8:00 p.m.
Weekends	11:00 a.m. to 8:00 p.m.
Holidays	11:00 a.m. to 8:00 p.m.

Become A Member Here's How

1. Submit completed and signed membership application.
2. Submit completed and signed Assumption of Risk and Indemnification Agreement. Every adult must sign, and all children must be listed and signed for by parent/legal guardian.
3. Submit membership fee or authorization to charge membership fee to credit card.
4. Submit a picture of everyone on the membership by one of the following methods:
Upload a colored picture (front-facing) of each member at: bayhillsswimclub.com
or
Mail a colored picture (front-facing) of everyone on the membership. (Please attach and identify each picture on the roster provided.)
5. Mail above listed items:
Bay Hills Swim Club
16 Stenersen Ln., Suite 4A
Hunt Valley, MD 21030
6. Pool passes will be mailed to you. All passes will be in one envelope bearing the primary member's name.

Fees

SEASON MEMBERSHIP		
Membership Type	Postmarked Through April 1	Postmarked After April 1
Individual	\$350	\$425
Family 2 persons	\$450	\$525
Family 3 persons	\$500	\$575
Family 4 persons	\$525	\$600
Each additional family member over 4 persons	\$25	\$25

Additional, qualifying family members and/or day care providers or babysitters can be added to the membership after the initial application with an administrative fee of \$25 in addition to the above outlined fee.

Guest Fees:



- \$7 per person per day.
- \$5 per person after 5:00 p.m.
- \$7 per person during special events.
- Children under 1 year of age are free.
- Each membership is limited to 5 guests per day.

Discounts:

- Senior Citizens (62 years and older as of June 1st) receive a 50% discount off membership fee. All members on the membership must qualify as a Senior Citizen to receive discount.

Membership Criteria:

- Family membership plans may include only persons who are permanent members of your household. Documentation may be requested to confirm address.
- Exempt from membership fees are immediate family members **under 1 year of age** as of June 1st.
- All members must fully acknowledge and agree to the *Rules & Regulations*.
- There will be a \$25 fee for each returned check.
- Day care providers can add day care children to their FAMILY MEMBERSHIP for \$100 per child (limited to four day care children). Day care child must be with day care provider to enter the pool area.
- Babysitters may be added to a FAMILY MEMBERSHIP for \$100 per babysitter (limited to two babysitters). Babysitter must be with a family member listed on the roster to enter pool area. Babysitters must be at least 16 years old.

**ONLY ONE DISCOUNT
MAY APPLY TO MEMBERSHIP**

**Everyone MUST send
new pictures in this year.**



**Your membership card(s) from last
year will be activated upon your 2010
season payment. If you do not have
your membership card(s), please
send a note in with your application
stating you need new cards.**

Thank You!



Bay Hills Swim Club

2010 Membership Application



Please list primary member first with all additional members following.

Membership Plan
Please mark your choice
o o o o o o o o o o o o

Individual _____

Family of 2 _____

Family of 3 _____

Family of 4 _____

Family of 4+ _____

Membership Card Number <small>(returning members) # is found below barcode on card</small>	<small>(Membership is limited to permanent members of your household.)</small> Last Name	First Name	Date of Birth	Relationship
				Self (primary member)

Please list all babysitter/day care members below. (See "Membership Criteria" for prices and conditions)

	Last Name	First Name	Date of Birth

Address Check if New address

Address _____ City _____ Zip Code _____

Home Phone # _____ Work or Cell # _____

Email Address _____

In case of an emergency contact

Name _____ Phone # _____

Family Physician _____ Phone # _____

In signing below, I acknowledge having read the *Rules and Regulations* and accept said conditions. I also bear the responsibility of and will be held accountable for my conduct and that of my family and guests while at Bay Hills Swim Club.

SIGNATURE _____ DATE _____

Method of payment for Bay Hills Swim Club Membership (check one)

_____ Enclosed is the membership fee paid in full. Please note the membership fee paid must correspond with the fee schedule.

_____ I hereby authorize Bay Hills Swim Club to effect payment for membership by drafting my credit card which is listed below in the amount of \$ _____.

MAKE CHECKS PAYABLE TO BAY HILLS SWIM CLUB

Credit Card Information (provide only if charging cost of membership)



Visa _____ MasterCard _____ CARD # _____ EXPIRE DATE _____

CARD SECURITY CODE _____ (This is the last three digits on the back of the card by the signature.)

AUTHORIZATION SIGNATURE _____ DATE _____

ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT
NOTICE: THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.

In consideration of the acceptance of my application for membership in **Bay Hills Swim Club**(the "Swimming Facility"), and/or for the Swimming Facility's authorization of my entry onto and use of the facilities, including a swimming pool and associated equipment and facilities, at 580 Bay Hills Dr., Arnold, Maryland 21012 (the "Pool"), I hereby freely and voluntarily agree to the following representations, waivers and agreements:

I know and understand that: (a) diving, swimming, accessing swimming areas, and/or making any other use of the Pool (collectively, "Activities") involves risk, including risk of personal injury and death; and (b) while engaging in Activities, I will be exposed to many natural, mechanical and environmental conditions and risks that independently or in any combination with my Activities or the Activities of others may cause injury including severe or fatal injuries to myself or others.

I agree that I alone am responsible for: (a) my proper preparation and safety while engaging in Activities; and (b) the preparation and safety of minors over whom I have control and/or supervision at the Swimming Facility. I have no physical or medical condition that would endanger me or others, while I am engaging in Activities. I am physically capable of participating in Activities and making the ordinary, regular, and intended use of the Pool. I am responsible for knowing and following all of the Swimming Facility's rules and procedures.

Being fully aware of the risks, conditions and hazards associated with my participation in Activities, **I HEREBY ACKNOWLEDGE**, that: (a) my participation in Activities is at my own risk; and (b) neither the Swimming Facility, nor any owner, operator, manager of, or service provider to the Swimming Facility, including but not limited to DRD Pool Management, Inc. and DRD Pool Service, Inc., or their respective officers, directors, founders, owners, employees, agents, or any other affiliated individuals and/or entities (the "Indemnified Parties"), are in any way responsible for my safety while at the Pool. **I FURTHER AGREE TO WAIVE, RELEASE, AND DISCHARGE**, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (hereinafter "Successors"), any and all claims of damages for death or personal injury that I may have or that may hereafter accrue to me as a result of my participation in Activities, against any and all Indemnified Parties, to the fullest extent permitted by law, whether or not such injury was the result of negligence or carelessness on the part of any of the Indemnified Parties, and whether or not such injury was foreseeable, including all such claims regarding the design, maintenance, or condition of any structure, equipment, or device at the Pool, or of the pool, without regard to whether such equipment or device is specified or recommended by such Indemnified Parties, and without regard to whether such Indemnified Parties are properly charged with the maintenance of the Pool.

I further agree, for myself and my Successors, to forever **HOLD HARMLESS** and **INDEMNIFY** all Indemnified Parties, generally and specifically, from any and all liability for death or personal injury resulting in any way from my participation in Activities.

I also agree, for myself and my Successors, that the above representations are not mere recitals, are binding, and are intended to be as broad and inclusive as permitted by the laws of the State of Maryland. I further agree, for myself and my Successors, that should I or my Successors assert any claim in contravention of this agreement, I or my Successors shall be liable for the expenses (including attorneys' fees and costs) incurred by the other party or parties in defending against such claim, whether or not such injury was the result of negligence or carelessness on the part of the party or parties to be indemnified. I also agree that this agreement is for the benefit of all Indemnified Parties, all and any of which shall be entitled to enforce this agreement against me. If any term or provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

I acknowledge that I am 18 years of age or older, and that I have read and understand the contents of this document.

For Adult(s):

_____	_____	_____
(Date)	(PRINT name of Adult)	(Signature of Adult)
_____	_____	_____
(Date)	(PRINT name of Adult)	(Signature of Adult)
_____	_____	_____
(Date)	(PRINT name of Adult)	(Signature of Adult)
_____	_____	_____
(Date)	(PRINT name of Adult)	(Signature of Adult)

For Minor Child(ren): For each child under 18 years of age, a parent or legal guardian shall complete the following section, and sign below where indicated:

I _____ the undersigned, am the parent and/or legal guardian of the following minor child(ren):
(print parent/guardian's name)

_____	_____	_____
(PRINT full name of minor child)	(PRINT full name of minor child)	(PRINT full name of minor child)
_____	_____	_____
(PRINT full name of minor child)	(PRINT full name of minor child)	(PRINT full name of minor child)

(collectively, the "Minor Children"). I hereby acknowledge that I have read the foregoing assumption of risk and indemnification agreement for and on behalf of the Minor Children named herein and hereby bind myself, the Minor Children and our Successors to the terms of the foregoing agreement. I represent that I have the legal capacity and authority to act for and on the behalf of the Minor Children named herein, and I agree to indemnify and hold harmless the Indemnified Parties for any claims made or liability assessed against any of them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the Minor Children named herein.

_____	_____	_____
(Date)	(PRINT Parent/Guardian Name)	(Signature of Parent/Guardian)

Bay Hills Swim Club

- ◆ Please upload a picture (front-facing) of each person on the membership. Follow the link for member's photo submission on our website: bayhillsswimclub.com.
- ◆ If you cannot upload a photo, please submit a picture (front-facing) of each person on the membership. (Please identify each picture by attaching it below and writing his/her name on the line provided.) Pictures do not need to be a certain size. We just ask that you provide a picture that clearly shows the face of each member. (Large photos work better.)
- ◆ Once processed, your pool passes will be mailed to your home address. All passes will be in one envelope under the primary member's name.

Note: There is a \$5 charge for replacement of a lost pass.

Primary Member: _____
Last Name First Name

Please check one

I uploaded pictures at bayhillsswimclub.com.
Pictures are attached.

Name

Name

Name

Name

Name

Name

Name

Name

Please secure your picture(s) in the space provided above.

Return to: Bay Hills Swim Club
16 Stenersen Ln., Suite 4A
Hunt Valley, MD 21030

Membership Policy

1. Membership shall include only those persons who are permanent members of your household and who are listed on the Membership Application. Membership cards will be issued to each member designated on the Membership Application.
2. Every adult member must agree to and sign the assumption of risk and indemnification agreement. Parent/legal guardian must agree to and sign the assumption of risk and indemnification agreement for every child member.
3. Membership cards may be used only by the person named on the card. **MEMBERSHIP CARDS ARE NOT TRANSFERABLE.** Proof of identification may be required by the pool manager before admission to the Swim Club.
4. When entering the swim club, members must present their membership card to the gate attendant. **CARDS WILL NOT BE KEPT ON FILE.**
5. Management has the right to deny access to the swim club to any guest or member.
6. If a membership card is lost, stolen or destroyed, a duplicate card will be issued for a \$5.00 service charge.
7. All members of the Bay Hills Swim Team are required to hold a membership at Bays Hills Swim Club.

Guest Policy

1. Each membership will be limited to 5 guests per day. Guest fees will be collected at the gate. In the event of pool closure, refund will be issued to guests who have been at the facility less than one hour.
2. If requested, guests must sign in upon entering the pool facility.
3. Guests must be accompanied by a member at all times. When the member leaves the pool, the guest must also leave.
4. Each guest and/or each occurrence a guest is admitted into the Swim Club constitutes one use.
5. Club members will be held responsible for all actions of their guests. The cost of any property damage by a guest or member will be charged to the member.
6. For groups larger than 5 guests, please call the administrative office at 410-923-7665 to make arrangements. Groups larger than 5 guests will not be admitted in the pool/pool area without prior approval from the administrative office.

General Policy

1. The lifeguard must be on duty and the pool officially open before any user is allowed in the water.
2. All persons using the pool or pool area do so at their own risk and sole responsibility. Management does not assume responsibility for any accident or injury in connection with such use.
3. The patrons agree to save harmless the Bay Hills Swim Club, L.L.C., its Officers, Board of Directors, Management of Bay Hills Swim Club, and the employees of Bay Hills Swim Club from any and all liabilities and/or action of any patron resulting from the use of the swimming pool or pool area.
4. The cost of any property damage will be charged to the responsible party.
5. Management will not be responsible for loss of or damage to any personal property of any kind. Lost and found items will be discarded biweekly.
6. The pool may be closed at any time due to mechanical breakdown, operational difficulties, inclement weather, special Club events or other appropriate circumstances. The decision is at the sole discretion of Management.
7. Wearing proper bathing attire is required. Street shoes, sneakers, öflip-flops,ö cut-offs, walking shorts or indiscreet attire is not permitted in the pool.
8. All radios must be kept at a low volume.
9. No abusive/profane language or breach of the peace will be tolerated. There will be a zero tolerance policy regarding profane language, the use of which will result in immediate ejection from the pool by Management.
10. Baby strollers and wheel chairs are not permitted within five feet of the main pool.
11. All beverages or food brought into the pool area must be in paper or plastic containers and be consumed in designated areas. No glass of any kind is permitted. All trash must be disposed of in a trash container.
12. **ABSOLUTELY NO INTOXICANTS** may be brought into the pool area during normal hours of operation.
13. Chewing gum is not permitted in the pool area at any time.
14. Reserving chairs, lounges, tables, etc. is not permitted.
15. Cellular phone, phone camera, camera, and video camera use is strictly prohibited in all public locker, shower and changing areas. Anyone found to be in violation of this policy will be prosecuted to the full extent of the law and banned from the facility. This policy may require the staff to question any patron at the facility that they have reason to believe is in possession of one of these items. This is for each member's protection as cellular phone technology allows individuals to take photographs without consent.
16. All persons use this facility at their own risk and in accordance with all rules and regulations. Individuals may be barred from the pool or pool area at the discretion of the Manager for violation of said rules or for any other reason which in his/her judgment constitutes inappropriate conduct or a hazard to others or to the Management.
17. Management reserves the right to call an adult swim every hour if there are more than 20 people in the pool.
18. Non-toilet-trained children are not allowed in the main pool. If there is an öaccidentö (human feces or vomit) in the main or baby pool, the pool must be closed in accordance with Health Department Regulations.
19. Bay Hills Swim Club is a smoke-free facility. Smoking is prohibited.
20. Management reserves the right to change the rules and regulations without prior notice to members.

Health Regulations

1. All persons must shower before entering the pool.
2. Expecterating, nose blowing, spouting of water, eliminating of body wastes and unhygienic acts into the pool are prohibited.
3. Admission shall be refused to all persons having infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, excessive sunburn, open sores or bandages of any kind.
4. No pets are allowed in the pool area at any time.
5. In the event of vomit, blood and/or fecal contamination, pool will be closed in accordance with Health Department regulations.

Children

1. Parent/Guardian must closely watch children at all times. Parent/Guardian must accompany a non-swimmer in the water within arm's reach at all times.
2. Parents/Guardians are solely responsible for assessing and knowing their child's swimming ability. Parents/Guardians are solely responsible for approaching the manager if they feel the child's swimming ability needs to be assessed.
3. Children under 10 years of age must be accompanied by and supervised by a member or designated guest 16 years of age or older who is to be present at all times.
4. Infants and children wearing diapers or who are not toilet trained shall not be permitted in the main pool.
5. Parents will be responsible for the safety of their children when they are using the pool facilities.
6. Parents/guardians of children must remove all toys and debris of any type upon request of the pool manager.
7. Parents must accompany children under 5 and non-swimmers in the bathroom/locker room area at all times.

Toddler Pool Regulations

1. This pool is intended for the use and enjoyment of younger children and their parents. Running, pushing, wrestling, or causing undue disturbance will not be tolerated. Older children who act inappropriately or jeopardize the safety of infants and toddlers will be **permanently** ejected from this area. No exceptions.
2. Infants and children wearing diapers or who are not toilet trained shall be permitted in the pool, but must wear tight fitting rubber pants or swim diapers. In the event of fecal contamination, pool will be closed in accordance with Health Department regulations.
3. All children 8-years-old and under must be accompanied by and supervised by a member or designated guest 16 years of age or older who is to be present at all times.
4. Parent/Guardian must accompany a non-swimmer in the water at all times.
5. Play toys and artificial flotation devices will be permitted in this pool only with adult supervision and at the discrepancy of Management.

General Safety Regulations

1. No glass of any kind is permitted on the Swim Club grounds.
2. Glass masks are not permitted on the Swim Club grounds or in the pool.
3. In the main pool (including shallow kiddie area) inner tubes, water wings and all other flotation devices are not permitted at any time. For safety purposes, only a life vest approved by the United States Coast Guard is to be used. If a child uses such a life vest, a parent or guardian must accompany the child in the water at all times.
4. Noodles will be allowed if utilized in a safe manner and at Management's discretion. High power water guns are not permitted.
5. Running, pushing, wrestling or causing undue disturbance will not be permitted on the Swim Club grounds or in the pool.
6. All personal injuries, however slight, must be reported to the Manager.
7. No diving into the pool except off diving board.*
8. Lap lane is for lap swimming only.
9. Front flips are permitted off the diving board, but back dives and back flips are strictly prohibited.
10. Only one person is allowed on the diving board at a time. Patron using the diving board must wait on the deck until the person in the water reaches the ladder. Only one bounce is permitted. Children are NOT allowed to jump to their parents off the diving board. No flotation devices are allowed while jumping from the board. No diving or jumping toward walls will be permitted.
11. General swimming is permitted in the diving area only when diving board is closed and only at manager's discretion.

Responsibilities

1. All persons included on the membership and their guests agree to abide by the regulations listed and any additional rules posted and administered by the Manager/Staff. They further agree to accept the penalties for infraction of those rules and regulations.
2. If a member elects to drop their membership, there will be no refund.
3. Parents agree to allow the Manager/Staff to assign and enforce appropriate punishment for their child's rule infraction.
4. Members and their guests agree to be responsible for the cost of all medical expenses incurred for injuries sustained while using the facilities of the Swim Club and members assume the sole responsibility of any first aid treatment sought and received from the Swim Club including, but not limited to, allergic reaction to first aid remedies rendered. We request that you bring your medicine or allergic reaction kits with you to the Swim Club for bee stings, etc.
5. Members agree to be personally responsible for all personal items.

Penalties

1. The Swim Club reserves the right to rescind membership for major or continued rule infraction at any time with no refund.
2. Penalties for unsafe conduct (to self and others), destruction of property, littering, unpaid or unregistered guests and resisting authority will be in accordance with severity and repetitiveness of the acts.
3. There will be a \$25.00 fee charged for any returned checks.
4. Misrepresentation of family members or misuse of membership cards will result in termination of Swim Club membership without refund.