

# MEMBERSHIP FORM OF THE SUNSHINE COMMUNITY COOPERATIVE CLUB ASSOCIATION

Member (owner) Names: \_\_\_\_\_ Date: \_\_\_\_\_

Covering Property (lot) # in Sunshine Valley: \_\_\_\_\_ Street Address: \_\_\_\_\_

Home or Primary Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## MEMBERSHIP IN THE SUNSHINE COMMUNITY COOPERATIVE CLUB ASSOCIATION

### 1. Section 1

With the incorporation of the Sunshine Community Cooperative Club, under the Cooperative Association Act on 2 Nov. 1979, it is necessary that a roll of members be established & maintained. The rules for membership, as established by the Act, & modified by extraordinary resolutions at the Annual General Meetings, state: "Any person over the age of sixteen years may be a member. Membership is available to any such person who acquires an interest (title, share or lease) in any property in Sunshine Valley, or voting rights to another person, as named by such owner, provided that no more than one membership shall be issued per property". The provision for alternate is to enable, for example, wife/owner to designate husband as voting person or vice-versa. Only one membership is available for joint ownership. A paid-for membership/share certificate is assigned to each property. Information as provided in this document will be forwarded to the Club secretary, to be included in the Club records.

### 2. Section 2

RELEASE, WAIVER & INDEMNITY SUNSHINE COMMUNITY COOPERATIVE CLUB ASSOCIATION.

I, the Applicant/Owner/User, named herein, in consideration of my right to be present in Sunshine Valley, BC. & to participate in activities in Sunshine Valley, sponsored or not, on behalf of myself, members of my family, guests, renters, heirs, executors, administrators & assigns, do hereby forever release, discharge, indemnify, & hold harmless, the Sunshine Community Cooperative Club, Globe Estates Ltd., Associations or Corporations that may be formed for the ongoing development & operation of Sunshine Valley, including each of their respective individual & corporate associates, & agents, & assume all risks & hazards for any injury, loss or damage to my person or my property or to those for whom I am acting, however caused, arising out of or in connection with my taking part in recreation activities, or use of recreation facilities or my presence anywhere within Sunshine Valley, notwithstanding that the same may have been contributed to or occasioned by the negligence of the above noted club, organizations, representatives or agents.

### 3. Section 3

COMMUNITY DUES RE: SUNSHINE COMMUNITY COOPERATIVE CLUB ASSOCIATION.

I/we acknowledge having received information by way of "Section 1", "Section 2" and "Section 3" herein and by receipt of the Sunshine Community Cooperative Club Guidelines, regarding use of Sunshine Valley Community Facilities. I understand that Recreation Maintenance Dues are payable when billed by the Sunshine Community Cooperative Club and I promise to faithfully adhere to the rules for use of the facilities and to pay dues to the Sunshine Community Cooperative Club, when billed to me. I understand and agree that Recreation Maintenance Dues are payable because I/we have become a member of the Sunshine Community Cooperative Club and understand what privileges we have. We also understand that if we resign from the Sunshine Community Cooperative Club or fail to pay the required dues, that we would lose the privileges and use of the Sunshine Community Cooperative Clubs property as well as privileges afforded by membership. We are prepared to pay the present rate for recreation dues of \$26.00 per month. (Billed semi-annually).

**BY SIGNING THIS MEMBERSHIP AGREEMENT THE MEMBER AGREES TO THE RELEASE, INDEMNITY AND ASSUMPTION OF RISK SET FOTH ON THE REVERSE SIDE OF THIS AGREEMENT.**

Member (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

Alternate

Member's signature \_\_\_\_\_

Alternate's signature \_\_\_\_\_

Witness of signature \_\_\_\_\_

Witness of signature \_\_\_\_\_

## RELEASE AND ASSUMPTION OF RISK

4. The Member, on his/her own behalf and on behalf of all of his/her heirs, executors and administrators, hereby covenants and agrees:

(a) that he/she hereby and forever releases and discharges, and covenants to fully indemnify and save harmless the Club and its past, present and future members, directors, officers, employees, servants, agents, contractors, licensees, invitees, successors and assigns (the "Releasees") from and against, any and all claims, demands, liabilities, actions, losses, costs, damages and expenses whatsoever for or on account of damage to or loss of property, physical or mental injury or death, at any time and in any manner arising, in whole or in part, directly or indirectly, from or in consequence of the use by the Member or by any member of the immediate family of the Member or by any guest or invitee of the Member or any of the immediate family of a Member (collectively the "Member Group") of the Club Facilities or any of the fitness, athletic or recreational facilities and equipment therein, whether or not such damage or loss, physical or mental injury or death is due to the negligence of any person whomsoever, including, without limitation, any of the Releasees;

(b) that he/she understands that:

(i) the Club Facilities are unsupervised;

(ii) the use of community, athletic and recreational facilities and equipment such as the Club Facilities can be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the activity itself, others which result from human error and negligence on the part of persons involved in the use, maintenance or operation of the facilities and equipment;

(iii) as a result of the aforesaid risks and hazards, some of which are foreseeable while others are not, the Member and any members of the Member Group may suffer serious personal injury, even death, as well as property loss as a result of use of the Club Facilities and/or any equipment or apparatus therein,

and nevertheless, the Member freely and voluntarily assumes all the aforesaid risks and hazards, and that, accordingly, the preparation for and participation in the aforesaid use of the Club Facilities or any of the athletic and recreational facilities and equipment therein by the Member or any member of the Member Group shall be entirely at his/her/their own risk and that none of the Releasees assumes any responsibility whatsoever for the safety of the Member or the members of the Member Group during the course of his/her/their preparation for or use of the Club Facilities or any community, athletic and recreational facilities and equipment therein.

5. The Member agrees that he/she understands clearly that by signing this Membership Agreement he/she will be forever prevented from suing or otherwise claiming against any of the Releasees for any loss, damage or injury connected with the preparation for or use of the Club Facilities or any fitness, athletic and recreational facilities and equipment therein by the Member or any member of the Member Group whether or not such loss, damage or injury is caused solely or partly by the negligence of any of the Releasees, and that the Member is personally financially responsible to the Releasees for the indemnity set out above whether the event or circumstance giving rise to the indemnity claim relates to or arises from the use of Club Facilities by the Member or by any member of the Member Group.

6. The Member may terminate his/her membership in the Club at any time in accordance with the Act and Club Rules. Where the Club Rules require a period of prior notice of withdrawal, full membership fees will remain payable throughout the notice period.
7. The Club may change the amount of the fees for Club membership at any time and from time to time, in accordance with the process provided for in the Club Rules, a copy of which will be provided to every Member upon his/her request in writing.
8. In addition to the membership fees, the Member will pay:
- (a) \$25.00 for each dishonoured cheque or refused or returned payment of fees;
  - (b) all costs incurred by the Club to repair or replace any damaged equipment or facilities caused by the Member or by any member of the Member Group.
9. Membership in the Club does not include participation in any programs offered by other licensees of the Club within or using Club Facilities from time to time, including without limitation summer camps, craft courses and similar programs, which are available only by arrangement with the licensee and at the Member's separate cost.
10. The Member agrees that he/she has carefully read this Membership Agreement, including the release and assumption of risk set out above, and represents to the Club that the Member fully understands same and is freely and voluntarily executing this Application and Membership Agreement.