

**ARDEN PARK AQUATICS  
MEMBERSHIP AGREEMENT**

THIS MEMBERSHIP AGREEMENT by and between ARDEN PARK AQUATICS (hereinafter "APA") and the undersigned family (hereinafter "MEMBER") is made and effective on the date signed by MEMBER.

The undersigned MEMBER understands and agrees as follows:

**RECITALS**

WHEREAS, APA is a nonprofit mutual benefit corporation organized and existing under the laws of the State of California. The principal office for the transaction of business of APA is located in the County of Sacramento, State of California.

WHEREAS, APA exists to provide an opportunity for children 18 years and younger to participate on a swim team and compete in local events.

1. AGREEMENT. The signing of this Agreement shall constitute the MEMBER's application for membership. Membership is conditioned upon MEMBER's signing of this Agreement.

2. MEMBER'S QUALIFICATIONS. The undersigned MEMBER represents that he/she represents a family with a child or children 18 years or younger who are interested in belonging to a swim team.

3. TERM. This Agreement shall become effective on the date signed by MEMBER and shall terminate upon written notice by MEMBER to APA, or by APA's termination of the membership pursuant to the procedures in Article II of the APA bylaws.

4. DUES AND FEES. MEMBER agrees to pay to APA such dues and fees as are established from time to time by the Board of Directors of APA and which are applicable to MEMBER.

5. BYLAWS, POLICIES AND PROCEDURES. MEMBER hereby accepts and consents to be bound by, and promises and agrees to fully comply with, the APA Bylaws (**Attachment A** to this Agreement) and any policies and procedures adopted by APA's Board of Directors which are now in effect and as may be amended from time to time. Attachments referenced above are incorporated into this Agreement.

6. NOTICES. All notices to be given under this Agreement shall be considered delivered when deposited in the U.S. Mail or with an express mail service, postage prepaid, to the parties addressed as follows:

APA:  
1000 La Sierra Drive  
Sacramento, CA 95864

MEMBER: (please fill in mailing address)

\_\_\_\_\_  
\_\_\_\_\_

7. SEVERABILITY. Should any portion of this Agreement be determined to be unlawful, and provided that such portion of this Agreement is severable, it shall be eliminated from this Agreement and the other provisions of this Agreement shall continue in effect.

8. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party.

9. ATTORNEYS' FEES AND VENUE. If an action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this agreement or the documentation related thereto, the undersigned hereby agrees and submits to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California for any proceeding arising hereunder.

10. GOVERNING LAW. This Agreement shall be subject to, construed, enforced and governed by the laws of the State of California.

The undersigned MEMBER represents on behalf of his/her family that he/she has read and understands the foregoing agreement and agrees to abide by the terms and conditions herein.

Date: \_\_\_\_\_

MEMBER family name: \_\_\_\_\_

\_\_\_\_\_  
Signature of family representative (person to vote)

\_\_\_\_\_  
Type or print name of representative

\_\_\_\_\_  
Telephone number(s)

\_\_\_\_\_  
Email Address