

AQUA POOL MEMBERSHIP AGREEMENT

I, _____, (member) for and in consideration of paying the agreed to fees and other good and valuable consideration, including the privilege granted to me to enjoy the swimming privileges of the Four Points by Sheraton Tallahassee Downtown's (the hotel) Aqua Pool (the "pool area"), hereby agree to and acknowledge the covenants hence which are binding upon me in the exercise of my privilege:

1. "Pool area" as used herein shall mean the following: all area enclosed within the fenced area, commonly known as the Aqua Pool.
2. Pool hours as used herein shall mean the following:
 - a. 07:00am – 11:00pm, Monday – Sunday
 - b. General member access will not be allowed during scheduled parties, pool rentals, blackout weekends, or cleaning/chemical treatment times which will be posted on the entrance and at www.aquapoolside850.com
3. Reservation of Rights: The hotel reserves the right at any time to close any of the facilities or alter the hours of operation. The rights to amend the cost of membership dues, add to, modify, and/or eliminate any program or service is at the discretion of the hotel.
4. Member may use the pool area only during pool hours. **One (1) member may not have more than two (2) children or one (1) adult as guests at any time. Children under the age of 17 must be accompanied by an adult at all times.**
5. Monthly dues are to be received by the Sales Department at the same time every month. For instance, on the first of every month.
6. Members are not permitted to bring alcoholic beverages, glassware, or outside food or beverage onto the premises. Those entering the premises intoxicated will be asked to leave. Membership may at this time be suspended or terminated at the discretion of the hotel.
7. The holder of a membership shall be fully responsible and liable to the hotel for all obligations incurred and/or owed.
8. Swimming in the pool when a certified lifeguard is not present is done so at member's own risk. The swimmer must be an adult or an adult (at least 21 years of age) must be present if there is no lifeguard.
9. All members will gain access by signing in with their numbered key chain or digital card with the Four Points Front Desk. Member agrees to always check in, even when entering in groups. Member agrees not to share or loan key chain/digital card to anyone. All persons not in possession of a valid key chain/digital card may be asked to leave the pool area immediately.
10. While in the pool area during pool hours, member agrees to abide by the regular pool rules which are in effect at all times, a copy of which and the content of which member hereby acknowledges having received.
11. Any violation of these rules may be considered cause for revocation of all rights granted under this agreement at the discretion of the hotel.

Release of Liability: You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge us (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action (known or unknown) arising out of negligence. You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you may have to bring a legal action to assert a claim against us for our negligence. I am aware that swimming and other pool activities are vigorous and can involve severe cardiovascular stress. I understand that swimming and other pool activities involve certain risks, including but not limited to death. In addition, I understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. All stresses and hazards associated with this activity cannot be foreseen. I will voluntarily use pool facilities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death. I have a personal responsibility to follow any safety rules and procedures established by the hotel and that are associated normally with swimming and other pool use activities. I further agree to indemnify and hold harmless the hotel and others listed for any and all claims arising as a result of my participation in pool activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Florida.