



## CONDITIONS

1. Change in type of Fees: A change may be made to any type of fees by updating the form and submitting to the front desk/online. Applicable charges will apply for change in fees.
2. There are NO REFUNDS or NO PRO RATING of any fees.
3. All players agree to abide by all Policies, Rules and Procedures of The Tennis Club at Springhurst, which are subject to change without notice.
4. Collection Fees: There will be a \$35.00 administrative fee if payment of any form is returned for any reason.
5. Payment: All players must remain in good financial standing with The Tennis Club at Springhurst. All players must maintain a credit card on file for house charge privileges. Should a form a payment change or the player goes into arrears, Springhurst staff will contact the player at least 3 times over the course of 3 months. If the player fails to respond adequately to staff efforts, the player will be suspended from the facility and not permitted to play at the club.
6. House Charges: The Tennis Club at Springhurst allows players to charge fees to their house account, which will be charged with their next monthly statement (only allowed if a credit card is on file). If a player uses the resources of the facility (courts, lessons, clinics, etc.) and no payment is received, management reserves the right to automatically charge their account. Charges will run against the card between the 15<sup>th</sup> and 20<sup>th</sup> of each month. A statement will be emailed reflecting the items billed.
7. Health Warranty: Each player represents to The Tennis Club at Springhurst that he/she is physically fit to perform all of those activities which he/she undertakes and that he/she understands all health risks associated with such activities. Each player understands that any evaluation or assessment of his/her physical fitness and any recommendation of activities made by TCS is not and will not substitute of obtaining such evaluation, assessment, or recommendation from his/her physician before undertaking a physical exercise program or engaging in any of the activities at TCS. Each player warrants and represents that he/she has no disability, impairment or ailment that would prevent him/her from engaging in physical exercise or that would be detrimental to his/her health, safety, or physical condition or to that of others, if he/she so engages or participates in activities held at TCS.
8. Cancellation Policy: TCS requires a 24 hour cancellation for all private & group tennis lessons and 3 hours for reserved court time. Players will be charged 100% of the appropriate fee if sufficient notice is not given.
9. Change of Address and Communication: All players must notify TCS of any address, phone, email or name change. Failing such notice, all communications shall be presumed to have been received within 5 days after mailing/emailing to the address on record.
10. Waiver of Liability: All players understand that the foregoing waiver of liability will apply to any and all claims against The Tennis Club at Springhurst and/or it's owners, investors, officers, directors, employees, agents, or affiliates for any such personal injuries, property loss, or other damages connected to or arising out of any of these risks: *I, and all others on the agreement, on behalf of myself and my heirs, executors and administrators, fully and forever release and discharge The Tennis Club at Springhurst and affiliates, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my attendance at or use of The Tennis Club at Springhurst or my participation in any of the TCS activities or programs, including those which arise out of the negligence of TCS and/or TCS affiliates. Further, I release and discharge TCS and TCS affiliates from any and all liability for any loss, theft of or damage to personal property, including without limitation automobiles and contents of the lockers.*