

The Memorial Bend Club, Inc.,
A Texas Non-Profit Corporation
12805 Boheme
Houston, Tx 77024

Email us at: memorialbendclub@gmail.com
Follow us at: themembendclub on Instagram
Find us at: www.memorialbendclub.org

2024 Membership-Renewal or New Memberships

Membership Runs from May 1, 2024- April 30th, 2025

Applicants:

Name: _____ Email: _____
(Please write clearly, as this is how we communicate)

Name: _____ Email: _____
(Please write clearly, as this is how we communicate)

Primary Phone: _____ Number of Dependents: _____

Address: _____

Membership Options:

Regular: Regular members pay an initial fee and lower annual dues amount than Limited Members. Regular Members hold a position responsibility in the club and can therefore serve on the Board and vote when there are elections or other changes that require a vote.

Limited: Limited Members enjoy the amenities, pay higher annual dues and cannot serve on the board or vote.

Membership Costs for 2023: Regular Members pay a one-time initiation fee of \$400 (This is reduced for a limited time during our capital improvements) and annual dues of \$350. Limited Members pay annual dues of \$400. All cost is per household. Please email with questions.

*Regular Member initiation fee will increase upon the completion of construction of the pavilion. This is the time to join at this level!

_____ New Regular Membership Initiation Fee of \$400 + \$350 annual dues.

_____ Renewal of Regular Membership \$350 (This is for existing Regular Members from 2023)

Yes, I was a Regular Member in 2023

_____ Limited Membership \$425

_____ Optional Donation for the club for events or capital improvements and events

_____ **Total** (Make check payable to "The Memorial Bend Club" and submit to the mailbox or drop off with a club officer)

Pay by: Check made out to "The Memorial Bend Club" or by Zelle to memorialbendclub@gmail.com. Check can be dropped off with completed forms to the club mailbox or the home of the Club President, 414 Electra Dr.

I understand The Memorial Bend Club is a Texas non-profit corporation. I understand and agree that there shall be no liability against the Club, its officers and Directors for the performance or nonperformance of acts done in its or their respective capacities. I further understand that my application must be approved by the Board of Directors and that neither this application nor any proposed membership in Memorial Bend Club constitutes an offer to sell or a solicitation of an offer to buy any security investment product. I agree to comply with and be bound by the rules, regulations and bylaws, now in effect and as they may be changed during my membership. I further understand that my membership may be terminated immediately for violating any rule or provision of the bylaws or any other governing documents.

Signature of Applicant: _____ Date: _____

Please fill out the Indemnity Waiver on the back side of this form or if can be found at www.memorialbendclub.org

The Memorial Bend Club

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Assumption of Risk: In consideration of the acceptance of the rules and regulations of the Memorial Bend Club and granting of the privileges of membership, and with the understanding that the activities to be undertaken are inherently dangerous and involve a degree of risk, including the risk of injury or death, I (collectively "Grantee", "Member", "I" or "myself") hereby assume such risk and, for myself and my dependents, my heirs, guests, executors, and administrators, forever release the Memorial Bend Club, its officers, directors, members, agents, employees, and contractors from any and all claims, demands, actions, liabilities, causes or action or suits, at law or in equity, which I now have or hereafter may have, against any of the parties named above.

Compliance with Rules for Safety: Grantee agrees to abide by the rules and regulations of the Memorial Bend Club as they may be amended or supplemented from time to time by the Memorial Bend Club Board. I acknowledge that it is my responsibility to ensure that my dependents and guests abide by those rules and regulations, and that despite the presence of life guards at certain events, and during all hours of operation, the supervision and safety of my dependents and guests is primarily my responsibility.

HOLD HARMLESS AND INDEMNIFICATION: GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE ASSOCIATION, INCLUDING ASSOCIATION'S DIRECTORS, OFFICERS, AGENTS, MANAGING AGENT, EMPLOYEES, VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO LOSSES, COSTS, EXPENSES, ATTORNEY'S FEES, AND DAMAGES OF EVERY KIND AND CHARACTER WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OF PARTIES, INCLUDING THE NEGLIGENCE OF INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S ACCESS TO OR USE OF FACILITIES, INCLUDING BUT NOT LIMITED TO, DEATH, DROWNING, INJURY TO ANY PERSON OR GRANTEE, OR ANY OTHER CAUSES OF ACTION.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY GRANTEE TO INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF GRANTEE'S OR THE INDEMNITEES OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES. GRANTEE'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ASSUMPTION OF RISK AND WAIVER OF NOTICE: Grantee acknowledges, on behalf of Grantee, that this is a swim-at-your-own-risk facility at all times, whether or not a lifeguard may be on duty, and assumes all risk associated with use of swimming facility with knowledge that risks include possible injury or weather due to drowning, slip and fall, or other peril. Please see the Memorial Bend Club's pool rules for additional information. Grantee hereby acknowledges Grantee has received, has read, and fully understands the pool rules, guidelines, and other restrictions and hereby accepts them and agrees to abide by them. Grantee hereby acknowledges that failure to abide by the pool rules and guidelines may result in suspension of pool privileges. Grantee hereby accepts all responsibility for Grantee, Grantee's spouse, dependents, family members, heirs, executors, administrators, as well as any guests and/or invitees of Grantee using the pool.

Member's Printed Name(s): _____

Member's Signature(s): _____

Date: _____