



*LTP Daniel Island Membership Application*

Name \_\_\_\_\_ Birth date \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number Home \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

**Level of Play:**      2.5                  3.0                  3.5                  4.0                  4.5                  5.0

**For Family Membership only:**

Spouse \_\_\_\_\_ Rating \_\_\_\_\_ Birth date \_\_\_\_\_

Cell \_\_\_\_\_ Email \_\_\_\_\_

Dependents' names and birth dates \_\_\_\_\_

\_\_\_\_\_

**Type of Membership:**

- Club Single
- Club Family
- Resident Club Single
- Resident Club Family
- Senior Single
- Senior Family
- Senior Restricted
- Out of Town
- Joint LTP DI – LTP MP

**Interested in more information?**

**(Please check all that apply.)**

- Randy Pate Tennis Adult Programs
- Randy Pate Tennis Junior Programs
- Private Lessons
- Tennis Clinics
- USTA Adult Teams
- USTA Senior Teams
- CALTA Teams
- Volvo Car Open

**LTP Daniel Island  
WAIVER AND LIABILITY RELEASE**  
*Please read before signing*

In consideration of being allowed to use the tennis, exercise, and other equipment and facilities of LTP Daniel Island (the "**Facilities**"), and to participate in classes, sports events, exercise programs and other activities held at or occurring on LTP Daniel Island's premises, including, but not limited to, those offered in connection with any program, concert, event, or other function held at or occurring on LTP Daniel Island's premises (the "**Activities**"), the undersigned acknowledges, appreciates, and agrees as follows:

1. The risk of injury from my use of the Facilities and participation in the Activities is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my use of the Facilities and participation in the Activities.
3. I willingly agree to comply with the stated and customary terms and conditions for my use of the Facilities and participation in the Activities. If, however, I observe any unusual significant hazard in my presence or during my use of the Facilities or participation in the Activities, or I otherwise believe any conditions or equipment of LTP Daniel Island to be unsafe, I will immediately discontinue further use of the Facilities and participation in the Activities and bring the aforementioned to the attention of the nearest LTP Daniel Island staff member immediately. I agree to comply with LTP Daniel Island's membership policies and rules that may be communicated to me from time to time either in writing, through signage or verbally. LTP Daniel Island may, in its sole discretion, modify the policies and any rule without notice at any time. LTP Daniel Island reserves the right to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or rule.
4. I, for myself and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, HEREBY RELEASE AND AGREE TO HOLD HARMLESS Charleston Tennis, LLC, its parent, subsidiary and related companies and their members, Randy Pate Tennis Academy, its parent, subsidiary and related companies and their members (collectively, "**Randy Pate Tennis Academy**"), the city of Charleston ("**Charleston**"), Daniel Island Associates, LLC and The Daniel Island Company, Inc. (together, "**Daniel Island**") and the officers, directors, officials, agents, employees, volunteers, representatives, other participants, sponsoring agencies, sponsors and advertisers of the forgoing (together, "**Releasees**"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I hereby authorize Charleston Tennis LLC to allow the reproduction, dissemination, and publication of my name, likeness, and voice (including, but not limited to, by photograph, film, and/or video tape recording) in connection with my use of any of the Facilities or my participation in any of the Activities, for media coverage, public relations, or any other purpose. I understand and agree that I may neither pay a fee to receive individual promotional consideration from my use of the Facilities or participation in the Activities, nor will I receive any payment for the possible commercial use of my name, likeness, or voice as contemplated hereunder.

I HAVE READ THIS WAIVER AND LIABILITY RELEASE. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AS OF THE DATE OF MY SIGNATURE BELOW, OR THAT I AM AUTHORIZED BY MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE ON THE AUTHORIZATION AND WAIVER BELOW.

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

Printed Name: \_\_\_\_\_

**Parent/Guardian Authorization and Waiver:**

This is to certify that I, as the parent/guardian of the above-named person, have the right and authority to sign this waiver and liability release on his/her behalf and do hereby consent and agree to his/her release of all Releasees as provided above. For myself, my heirs, assigns, personal representatives, executors, administrators, and next of kin, I HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all liabilities incident to the above-named person's use of the Equipment or participation in the Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further grant to LTP Daniel Island the right to act as guardian/spokesman in granting permission for emergency treatment or hospitalization (including anesthesia) if necessary for my child en route to, from, or at the site of LTP Daniel Island or hospital or other medical facilities. I understand that should a health emergency arise, an attempt will be made to notify me, but that if I cannot be reached promptly by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

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

Printed Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_



**PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING. YOU ARE ENTITLED TO AN EXACT COPY OF YOUR SIGNED AGREEMENT.**

1. Parties. Charleston Tennis, LLC, d/b/a LTP Daniel Island (“LTP DI”) and you agree that by signing this Agreement, you purchased a membership or services and agree to all the terms in this Agreement. The terms “you” and “LTP DI” include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. Both parties make this Agreement on behalf of, and it binds all these included persons and entities. ***It is your responsibility to notify LTP DI of any change in your address, phone number or email address.***
  
2. Representations.
  - (a) Physical Condition & No Medical Advice. You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of the Facilities or participation in the Activities. As such, you acknowledge that LTP DI did not give you medical advice before you joined and cannot give you medical advice after you join relating to your physical condition and ability to use the Facilities and participate in the Activities. If you have any health or medical concerns now or after you join, please discuss them with your doctor before using the facilities.
  - (b) Liability for Property. LTP DI is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around LTP DI’s premises, including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to the Facilities, you are liable to LTP DI for its cost of repair or replacement. Abuse of equipment and fixtures, fighting, loud, profane, or otherwise obnoxious behavior, inappropriate physical conduct, and disrespectful behavior toward our staff or other members will result in immediate suspension and/or termination of membership, to be determined by LTP DI.
  - (c) Entire Agreement and Enforcement. You acknowledge that neither LTP DI nor anyone else made any representations or promises upon which you relied that are not stated in this Agreement. This document contains the entire Agreement between you and LTP DI and replaces any oral or other written Agreement. If LTP DI does not enforce any right in this agreement for any reason, LTP DI does not waive its right to enforce it later.
  
3. Membership.
  - (a) General. Your membership permits you to use the Facilities and participate in the Activities. Your Membership Fees are for such access whether you use the Facilities and participate in the Activities or not. Your membership is subject to all current company policies, rules, and limitations. Your membership gives you no rights in LTP DI, its management, property, or operation. LTP DI can sell memberships at different rates and terms than yours.
  - (b) Membership Freeze. Your membership can be frozen for verified medical reasons and may be done at times of illness, injury, or medical condition. Your freeze will be limited to the time indicated by your physician. Minimum freeze period is one (1) month. Maximum freeze period is four (4) months. Delinquent members CANNOT freeze their membership.
  - (c) Non-Discrimination. It is the policy of LTP DI not to discriminate against any person on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age, or disability.
  - (d) Changes to Membership Agreement. LTP DI may, from time to time, make changes to this Agreement, other than to your guaranteed Monthly Membership Fee or Annual Membership Fee. Such revisions will be effective immediately, provided, however, such revisions shall, unless otherwise stated, be effective thirty (30) days after notice. Your continued use of LTP DI Facilities and participation in the Activities shall constitute acceptance of these changes.
  - (e) Dispute Resolution. In the unlikely event that LTP DI and/or Charleston Tennis, LLC is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), the Parties agree to resolve such dispute through binding arbitration or small claims court rather than a court of general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration Association’s rules for consumer arbitration. By signing this agreement, you acknowledge and agree that you, LTP DI and Charleston Tennis, LLC are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This Dispute Resolution provision shall apply to this contract unless, within thirty (30) days of signing this contract, you notify LTP DI in writing that you reject this provision. Such notification must be made in writing. Rejection of this provision shall have no effect on the remaining provisions of this contract.
  
4. Rules and Regulations. You agree to follow LTP DI’s membership policies and club rules. LTP DI may, in its sole discretion, modify the policies and any rule without notice at any time. All signs posted on the premises or any verbal communications shall be considered a part of the rules of LTP DI. LTP DI reserves the right to refund the pro-rated cost of unexpired services and terminate your membership immediately for violation of any membership policy or rule.
  
5. Default. You are in default if we do not receive payment of your Membership Fee from you within thirty (30) days after it becomes due. In the event of default, interest shall accrue on any unpaid balance at the rate of the lesser of 23% (twenty-three percent) per annum or the maximum legally permissible interest rate from the date any such payment is due. LTP DI may suspend or revoke membership if any Membership Fees are delinquent for 30 days or more. Suspension or revocation of membership does not relieve the member of the obligation to pay any unpaid balance due under this Agreement.

6. Dues, Fees, Charges, and Taxes.  
(a) Payment Authorization. You have full control over the payment authorization, and can stop it anytime by notifying LTP DI as set forth in this Agreement or by notifying your bank or credit card company to stop. You are responsible for notifying your bank or credit card company of any error that appears on your bank or credit card statement in a timely manner. You must notify LTP DI within 60 days of a claimed error on your bank statement or credit card statement. If you claim your Membership Fee deductions were not stopped when you told LTP DI, you must have written proof or LTP DI will not reimburse you for any deductions which you claim should not have been deducted.  
(b) Charges and Taxes. LTP DI has the right to add to your prepaid Annual Membership Fee or Monthly Membership Fee any tax imposed by the government.

7. **Member's Right to Cancellation:**

**(a) You may cancel this contract by sending notice of your wish to cancel to LTP DI before midnight of the third business day after you sign the Agreement. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following:**

**161 Seven Farms Drive Daniel Island, SC 29492**

**Within thirty days of receipt of this notice, LTP DI shall return any payments made and any note or other evidence of indebtedness. If you use LTP DI's facilities or services, the center may deduct a reasonable fee from the payments being returned based on the actual fee paid divided on a pro rata share by the number of days used by the customer.**

**(b) In addition, you or your estate may also cancel the Agreement at any time by written notice to LTP DI at the above address if the following circumstances occur:**

**(1) the member's death;**

**(2) substantial physical disability, certified by a physician, which makes it permanently impossible for the member to use the center's services;**

**(3) the customer's permanent relocation to a residence over fifty miles distant from an outlet operated by LTP DI, if LTP DI is unable to arrange for the customer's use of another LTP DI location with equivalent major facilities and services.**

**LTP DI may require presentation of information to substantiate that one of these circumstances has occurred.**

**If the Agreement is cancelled because of disability, death, or permanent change of residence, LTP DI shall return any note or other evidence of indebtedness and unearned prepayments as follows: For each month that the Agreement was in effect, LTP DI is entitled to the rate a month or a treatment which it would have charged if the Agreement had initially been one for the number of months or the number of treatments for which the Agreement was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the Agreement.**

**(c) The right of cancellation shall affect only the financial obligations under the Agreement and customer's right to use LTP DI's physical fitness services.**

8. Additional Terms and Conditions. ALL QUALIFIED REFUNDS OF ANNUAL DUES WILL BE MADE ON A PRO-RATA BASIS.
9. Severability. If any part of this Agreement is found to be invalid or unenforceable, that provision is severed from this Agreement and the remaining portions of this Agreement shall remain in full force and effect.
10. Notifications. By signing this Agreement, I authorize LTP DI and its agents to contact me about its news, products, and services, including events, offers, and surveys. I will have the opportunity to opt out of future communications.
11. Change of Address. It is your responsibility to notify LTP DI within a reasonable time after any change in your address. You shall send any notification to the address written above.
12. Force Majeure. If there is an Act of God, fire, or other natural disaster beyond the reasonable control of LTP DI, and such event materially or adversely affects the ability of LTP DI to perform the required obligations under this Agreement, LTP DI shall be excused from performance and shall not be in default of any obligation hereunder to the extent LTP DI's failure to perform such obligation is due to an Act of God, fire, or other natural disaster.
13. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina without regard to its conflict of law principles.
14. Parties. In this Agreement, the words you, your, and yours all mean persons signing this Agreement as a member. The words we, us, our, or LTP DI means Charleston Tennis, LLC, d/b/a LTP Daniel Island, or any other entity to whom we may transfer this Agreement.

**LTP Daniel Island**  
**HOUSE ACCOUNT AGREEMENT**

1. All food, beverage, merchandise and services of LTP Daniel Island charged to the member's house account will be billed monthly. The monthly billing cycle for dues and charges will close at the end of business on or about the 28th of the month. A member's bill will be charged in full to the credit card on file the last day of the month and shall be deemed delinquent if not paid within thirty days after the date of the monthly statement.
2. A member may maintain a house account with LTP DI for the following charges:
  - a. Food and beverage
  - b. Merchandise
  - c. Private lessons
3. In order to obtain a house account, a member must supply LTP DI with a credit card number that will be charged the full balance owed every 30 days.
4. If the house account of any member is delinquent, LTP DI may at its option take whatever action it deems necessary to effect collection. If LTP DI commences legal action to collect any amount owed by a member, or to enforce any other liability of a member to LTP DI, and if judgment is obtained by LTP DI, the member shall also be liable for all costs and expenses of the legal action and reasonable attorneys fees (including fees required in connection with appellate proceedings). LTP DI also reserves the right to suspend and/or terminate membership privileges for failure to pay dues, fees, charges or any other amount owed to LTP DI in a proper and timely manner. LTP DI may, in its sole discretion, determine not to seek the termination of membership privileges. Such determination shall not be deemed a waiver of its rights to seek the termination of membership privileges at a later date or against any other member of LTP DI.
5. A membership may be suspended or terminated by LTP DI if, in the sole judgment of LTP DI, the member:
  - a. Submitted false information on the Membership Application, which if had been truthfully disclosed, would have rendered the application ineligible for membership;
  - b. Submitted false information regarding an application for use privileges by a guest of the member;
  - c. Permits the unauthorized use of a member's house account;
  - d. Exhibits unsatisfactory behavior, deportment or appearance;
  - e. Fails to pay dues, fees charges or any other amount owed to LTP DI in a proper and timely manner;
  - f. Fails to abide by the Rules and Regulations established for use of LTP DI facilities;
  - g. Treats the personnel or employees of LTP DI in an unreasonable or abusive manner;
  - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of LTP DI or its members.
6. LTP DI may restrict, suspend, or terminate, for cause or causes described in the preceding paragraph, any member's privilege to use any or all of the LTP DI facilities. No member shall be entitled to a refund of any initiation deposit, dues, fees or any other charges on account of any such restriction, suspension or termination of membership privileges. During the restriction or suspension, dues, fees and other charges shall continue to accrue and must be paid in full prior to reinstatement as a member in good standing.
7. Any member of LTP DI whose membership has been terminated for any reason other than the failure to meet eligibility for membership shall not again be eligible for membership nor admitted to use LTP DI facilities, either accompanied or unaccompanied, unless otherwise permitted by LTP DI.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_