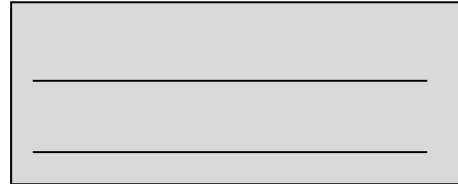


# WATERDANCE MEMBERSHIP APPLICATION AND TERMS



*The undersigned hereby applies for the following category of membership in WaterDance:*

## Membership Type

- WaterDance Individual
- WaterDance Household (up to 6 members)
- WaterDance Senior Household (60+ Years Old)
- RRR Pool Only Individual
- RRR Pool Only Couple
- RRR Pool Only Household (up to 6 members)
- Colorado Eagles Membership

## Access

- Rec Pass + W Club and RRR Pool Membership
- Rec Pass + W Club and RRR Pool Membership
- Rec Pass + W Club and RRR Pool Membership
- Rec Pass + RRR Pool Only Membership
- Rec Pass + RRR Pool Only Membership
- Rec Pass + RRR Pool Only Membership
- Rec Pass + W Club

---

**The W CLUB and Raindance River Resort are amenities owned by the Poudre Tech Metropolitan District and the Raindance Metropolitan District No. 1 (the “Districts”). The Districts have engaged Pelican Lakes, LLC (“Pelican Lakes”) to operate the W CLUB and Raindance River Resort.**

## Membership Details

**W Club:** Includes the use of Cardio Equipment, Circuit & Free Weight Equipment, Hot Tub, Pools, Steam Room, Locker Rooms with Showers and Towel Service. Additionally, Memberships will have access to Specialized Private and Small Group Trainings, Small Group Fitness, Yoga, Spinning, Pilates, Aquatic, and HIIT Circuit classes (additional costs may apply to listed classes and amenities).

**WaterDance Individual Membership:** Includes one individual over the age of 18 years.

**WaterDance Household Membership:** Includes up to 6 individuals, at least one of which is over the age of 18 years, living in the same household. Proof of residency is required for all individuals over the age of 18.

**WaterDance Senior Household Membership:** Includes up to 6 individuals aged 60+ years old, living in the same household. Proof of residency is required for all individuals.

WaterDance Individual, WaterDance Household, and WaterDance Senior Household memberships are annual memberships and dues are paid in 12 monthly installments. Any member who desires to cancel their WaterDance Individual, WaterDance Household, or WaterDance Senior Household membership may be precluded from signing up for a new membership of any kind for a period of up to 12 months following cancellation of the membership. Memberships may be terminated for non-payment of dues at the discretion of Pelican Lakes. Access to the W CLUB and Raindance River Resort may be restricted for any membership more than 60 days delinquent.

**Raindance River Resort Pool Only Household Membership:** Includes up to 6 individuals, at least one of which is over the age of 18 years, living in the same household. Proof of residency is required for all individuals over the age of 18. Raindance River Resort Pool Only Memberships are seasonal memberships and are paid in one upfront installment. Memberships are non-transferrable and non-cancellable. No refunds will be issued. Raindance River Resort Pool Only Memberships may be converted to WaterDance Membership.

**Colorado Eagles Membership** – Colorado Eagles Eligibility Only

**Billing occurs on the 10<sup>th</sup> of each month. First month is prorated.**

**TERMS OF MEMBERSHIP (continued)**

I/we hereby agree to pay the membership dues for the type of membership and payment preferences selected above. The membership dues are subject to an annual increase as determined by the Boards of Directors (the "Boards") of the Districts.

***I/we acknowledge that the agreed-upon Membership Term (see above) is required for membership.*** I/we also acknowledge that should I/we withdraw, renege or cancel payment of dues during this contracted period, PELICAN LAKES has the right to terminate membership in WATERDANCE. Membership is contingent upon approval by PELICAN LAKES, which approval shall be at its sole discretion.

The undersigned acknowledge(s) that membership in WATERDANCE permits the use of W CLUB and/or Raindance River Resort facilities, as applicable to the chosen membership, referred to, and in accordance with, this Agreement. Membership in WATERDANCE is not an investment in the W Club or its facilities ("W CLUB Facilities"), Raindance River Resort or its facilities ("Raindance River Resort Facilities"), or the Districts or their consultants, and does not provide the Member with an equity or ownership interest or any vested or prescriptive right or easement in or to use W CLUB Facilities or the Raindance River Resort Facilities. Membership only grants a revocable license to use W CLUB Facilities and/or Raindance River Resort Facilities in accordance with the terms and conditions stated herein as may be amended from time to time.

Upon execution of this Agreement, I/we authorize the disclosure and release of information requested by PELICAN LAKES for determination of my/our qualifications for membership, including, without limitation, my/our credit history.

**Waiver of Liability and Release:** I/we hereby acknowledge that the use of W CLUB Facilities and/or Raindance River Resort Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible loss or injury. I/we hereby accept any and all risk of injury to myself, my/our guests and my/our family sustained while using W CLUB Facilities and/or Raindance River Resort Facilities, including, but not limited to the aquatic pools and hot tub, W CLUB equipment or an individual member's personal property, or while involved in any event or activity incident to membership in W CLUB and/or Raindance River Resort. Such loss and injury may include bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property, exposure to inclement weather, insect or animal bites, and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the District Amenity or any equipment used therein. Further, by signing below, you certify that you understand that these are some but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and that you shall assume all such risks and dangers, whether or not described here, known or unknown, anticipated or unanticipated. I/we agree to indemnify and hold the Districts, their officers, employees, agents, consultants, and representatives, and Water Valley Companies, Trolco, Inc., Raindance Communities LLC, Raindance Development LLC, Pelican Lakes, LLC, and Marina One, LLC (collectively the "Developers"), their officers, employees, agents, consultants, and representatives, harmless from any claim, liability, damage, loss, or injury (including death), which may result from your participation, your child/ward's participation, or your guests' participation in any Recreational Activity. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused in whole or in part by the negligence of the Districts or Developers. I/we further agree to release, waive, and discharge, and covenant not to sue the Districts, their officers, employees, agents, consultants, and representatives, and/or the Developers, their officers, employees, agents, consultants, and representatives, for any and all claims, demands, or causes of action whatsoever, arising out of any claim, liability, damage, loss, or injury (including death), incurred on or to me or my child/ward as a direct or indirect result of my or my child/ward's participation in any recreational activity at the W CLUB Facilities and/or Raindance River Resort Facilities. This release of liability and indemnity applies to me, the undersigned; my child/ward; and any of my personal representatives, assigns, heirs, or next of kin.

This Waiver of Liability and Release Form is governed by the laws of the State of Colorado. If a court of competent jurisdiction finds any clause or provision of this Waiver of Liability and Release Form to be invalid, the balance of the paragraphs is still enforceable.

I/we hereby agree to be bound by the terms and conditions herein, as the same may be amended from time to time. I/we further acknowledge that there is no reliance on any oral representation in acquiring a membership in WATERDANCE. Applicant/Co-Applicant must sign below.

**The Membership Application and Agreement shall not be binding until it is accepted by an authorized W CLUB Representative's signature on Page 4 below. \*\*Member charges can begin in approximately 24 hours for admin. business office entry**

---

Date	Applicant's Printed Name	Applicant's Signature
------	--------------------------	-----------------------

---

Date	Co-Applicant's Printed Name	Co-Applicant's Signature
------	-----------------------------	--------------------------

**MEMBERSHIP APPLICATION**

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

**Applicant Name** \_\_\_\_\_ Birthdate \_\_\_\_\_

Email address \_\_\_\_\_

Local Address \_\_\_\_\_

Billing Address or check here if same as above  \_\_\_\_\_

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

**Co-Applicant's Name** \_\_\_\_\_ Birthdate \_\_\_\_\_

Email address \_\_\_\_\_

Local Address \_\_\_\_\_

Billing Address or check here if same as above  \_\_\_\_\_

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

**Preferred Email for monthly statements:** \_\_\_\_\_

Additional Family

Name	Birthdate	Charging Privileges	
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

EMERGENCY CONTACT \_\_\_\_\_

**TERM OF MEMBERSHIP (continued)**

I/we hereby acknowledge that all dues, fees and charges for food, beverage, merchandise, and services which, if not paid for at time of sale, will be charged to my bank account or credit card on file. Dues and itemized charges are payable upon receipt of invoice and are late after 15 days.

Dues can be ONLY paid by the following method: 1. By automatic ACH; or 2. By credit card payment based on the billing cycle (monthly/annually, etc.)

I/we authorize any and all charges incurred on my account to be charged to the bank account or credit card listed below. I/we certify that the below listed credit card is issued to me and I/we agree that any and all disputes with my credit card on file will be resolved within one week. Further, I/we agree to update my membership account with any changes to my bank account routing or account numbers or credit card numbers.

Any material breach or violation of a provision or provisions of this Agreement shall give PELICAN LAKES or the Districts the right to terminate this Agreement and to exercise all other rights and remedies as provided by law. I/we agree that, in such an event, I/we shall be obligated to pay reasonable collections expenses which may include but may not be limited to court costs, collection fees which are charged by a collection agency at such time as the account is turned over to said collections agency and attorney fees of twenty-five percent (25%) of any unpaid balance at such time as the account is turned over to an attorney for collection. I/we further agree that all collection fees as mentioned herein shall not be deemed to be in the nature of a penalty for my default, but instead shall be deemed to be liquidated damages.

**\*\*ACH Transactions are Free directly from your bank account:**

Bank Name \_\_\_\_\_

Deposit Type:

Checking

Savings

Bank Routing # \_\_\_\_\_

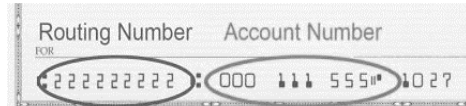
Account Type:

Business

Personal

Account Number \_\_\_\_\_

Signature \_\_\_\_\_



**\*\*Credit Card Transactions:**

Card number \_\_\_\_\_

Card Type:  credit  debit

Zip Code \_\_\_\_\_ Expiration Date \_\_\_\_\_ CVC Code \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

**Staff Use Only**

Membership Type: \_\_\_\_\_ Membership Term: \_\_\_\_\_ Total Due Monthly: \_\_\_\_\_

This Membership Application and Agreement shall not be binding until it is accepted by an authorized W Club Representative's Signature shown below.

Accepted by: W Club Authorized Representative

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Date

Member # \_\_\_\_\_ Master List \_\_\_\_\_ POS System \_\_\_\_\_ Letter \_\_\_\_\_