

2010 Hopewell Tennis and Swim Center's Member/Childcare Provider Agreement

Childcare Provider Registration and Information:

2010 Registration Fee \$25.00

First Name: _____ Last Name: _____

Date of Birth: ___/___/___

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home phone: _____

Cell Phone: _____

Emergency Contact Name and Phone Number: _____

Swim Member's Name & Phone number you are providing childcare service for:

Relationship to Member: _____

Release Statement

The undersigned, the parent/guardian and their named registered childcare provider of the Participant(s), a minor, agree that I/we and the Participant will abide by the published Membership Polices, Rules, Terms and Conditions of HOPEWELL TENNIS & SWIM CENTER ("HTSC") and we hereby release and hold harmless HTSC, its affiliates, owners, officers, employees and instructors from and against any claim by or on behalf of Participant(s) arising out of Participant's involvement in any activities at HTSC. I hereby represent that Participant is presently healthy, in sound general physical condition and otherwise competent to participate in activities at HTSC. In the event that Participant(s) become unable, for any reason, to make such decisions, I hereby authorize and consent for Participant(s) to be transported from HTSC for such emergency medical treatment as may be determined to be in Participant's best interests by the appropriate medical personnel, and I/we and Participant(s) hereby release and hold harmless HTSC in connection therewith. In addition, I hereby give permission for HTSC to use a photo image of Participant(s) for promotional purposes.

Parent/Guardian's Signature _____ Childcare Provider's Signature _____

Date: _____

INDEMNITY AGREEMENT

For value received, the undersigned jointly and severally agree to indemnify and save harmless HOPEWELL VALLEY TENNIS CENTER, INC., WUNDER SPORTS ENTERPRISES, INC. and TAR-A-MAR PROPERTIES, LLC (indemnities) and its successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the following: ACTING ON THE BEHALF OF THE ABOVE NAMED SWIM CENTER Member's FAMILY TO BE RESPONSIBLE FOR THEIR CHILDREN AT THE SWIM CENTER.

In the event of any asserted claim, the indemnities shall provide the undersigned reasonable timely written notice of same, and thereafter the undersigned shall at its own expenses defend, protect and save harmless Indemnities against said claim or any loss or liability there under.

In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnities shall have full rights to defend, pay or settle said claim on its own behalf without notice to the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the undersigned further agree to pay all reasonable attorneys' fees necessary to enforce this agreement.

This agreement shall be unlimited as to the amount or duration.

This agreement shall be binding upon and insure to the benefit of the parties, their successors, assigns and personal representatives.

Signed and effective for the Hopewell Swim Center 2010 Season, 5/29/10 through 9/06/10.

Witness

Guarantor, (Service Providers Signature & Date)

Witness

Guarantor, (Swim Center Member's Signature & Date)

For Internal Use Only: Amount Paid: _____ Date Paid: _____ Receipt No: _____
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