



Please complete form and return to:  
Anne Springs Close Greenway  
Attention: Member Services  
P.O. Box 1209, Fort Mill, SC 29716  
Or email to: membership@ascgreenway.org

# Membership Application

Owner's Last Name \_\_\_\_\_ Owner's First Name \_\_\_\_\_ DOB \_\_\_\_\_

Dog(s):

1. \_\_\_\_\_

Name	Breed	M/F	Spayed/Neutered	Weight	Color	DOB
Vaccination Expiration Dates:						
ASCG						
Dog Park Tag # _____	Rabies: _____	Parvo (DHPP) _____	Bordetella _____			

2. \_\_\_\_\_

Name	Breed	M/F	Spayed/Neutered	Weight	Color	DOB
Vaccination Expiration Dates:						
ASCG						
Dog Park Tag # _____	Rabies: _____	Parvo (DHPP) _____	Bordetella _____			

3. \_\_\_\_\_

Name	Breed	M/F	Spayed/Neutered	Weight	Color	DOB
Vaccination Expiration Dates:						
ASCG						
Dog Park Tag # _____	Rabies: _____	Parvo (DHPP) _____	Bordetella _____			

4. \_\_\_\_\_

Name	Breed	M/F	Spayed/Neutered	Weight	Color	DOB
Vaccination Expiration Dates:						
ASCG						
Dog Park Tag # _____	Rabies: _____	Parvo (DHPP) _____	Bordetella _____			

I hereby represent and warrant to Leroy Springs & Company, Inc. ("LSC") that the dog(s) listed above have never displayed any hostile or aggressive behavior and are fully vaccinated. In consideration for LSC allowing me to use the Mary Warner Mack Dog Park (the "Park"), I hereby acknowledge and agree (a) that my use of the park constitutes an "Activity" as defined in the Assumption of Risk, Waiver, Release and Indemnity Agreement attached hereto or included on the reverse side of this Application (together with this Application, the "Agreement"), (b) that I am bound by, and I hereby agree to, all of the covenants, releases, waivers, terms and conditions of the Agreement, (c) to comply with any rules adopted by LSC from time to time governing use of the Park or any other Activity, which rules may be amended by LSC from time to time in its sole discretion (the "Rules"), (d) that I have received and reviewed the current Rules applicable to the Park, (e) that LSC may post the Rules on its website, (f) that LSC is not required to deliver a copy of the amended Rules to me, and (g) that I will visit LSC's website periodically to check for amendments to the Rules. I/We certify that I/We are covered by an insurance program, which will compensate for injuries incurred while participating in the Activities. I understand my membership is to remain in effect until cancelled by either party. LSC reserves the right to deny or cancel my membership participation. A written notice from Member is required upon cancellation of membership. LSC reserves the right to cancel membership without refund at any time.

Signature Required \_\_\_\_\_

Date \_\_\_\_\_

## Assumption of Risk, Waiver, Release and Indemnity Agreement

Leroy Springs & Company, Inc., a South Carolina non-profit corporation ("LSC"), operates The Anne Springs Close Greenway in Fort Mill Township, York County, South Carolina (the "ASC Greenway" or "Greenway"). The Greenway offers a variety of activities including, without limitation, ropes courses, horseback riding, mountain biking, fishing, hiking, camping, kayaking, canoeing, games, dog parks, running and biking races, events, group initiative problems, and low and high ropes course elements (each, an "Activity," and collectively, the "Activities"). In consideration of LSC allowing me to participate in one or more Activities at the Greenway, I agree to comply with all applicable laws and all rules adopted by LSC from time to time with respect to any Activity, and I further agree as follows:

**Acknowledgment and Assumption of Risk.** I acknowledge, understand and agree that: (a) the Activities can be causes of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death; (b) participation in these Activities can be very dangerous and may entail high risk of injury or death to any participant; (c) the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death; (d) I assume and accept full responsibility for the risks identified herein and those risks not specifically identified; (e) my participation in these Activities is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks; (f) engaging in these Activities may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant to ensure I am capable of performing the Activities; and (g) for certain Activities, the ASC Greenway staff may be available to more fully explain to me the nature and physical demands of each Activity and the inherent risks, hazards and dangers associated with these Activities, but the ASC Greenway assumes no responsibility to explain all risks to me, and I am solely responsible for determining whether I should participate in a certain Activity. I certify that I and any Minor (defined below) for whom I sign this agreement are fully capable of participating in these Activities. Therefore, I assume and accept full responsibility for myself, including all minor children under the age of 18 in my care, custody and control (each, a "Minor"), for bodily injury, death or loss of personal property and expenses as a result of the risks and dangers identified herein and those risks and dangers not specifically identified, and as a result of my or a Minor's negligence in participating in any Activities. I also understand and acknowledge that the ASC Greenway cannot foresee or predict every possible risk or danger which may result in injury or death, and it is my responsibility to participate, and to ensure that each Minor participates, in a responsible and careful manner at all times. For certain Activities, the Greenway may require me to complete a Participant Information form containing basic information about my or a Minor's physical condition and medical history. I represent and warrant that any Participant Information form I have completed is accurate and complete.

**Waiver and Release.** I, for myself and any Minor for whom I sign this agreement, waive, release, discharge and agree not to sue or bring any claim against LSC, the Greenway, or any of their respective directors, members, managers, shareholders, officers, employees, or agents (collectively, "Released Parties"), for or with respect to any and all claims, liabilities, judgments, damages, costs, fees or expenses, including without limitation, attorneys' fees and expenses (collectively, "Claims"), arising out of or related to this agreement, my or any Minor's participation in any Activity, my or any Minor's presence in or around the Greenway, or my or any Minor's use of any equipment I, a Minor or another person may have brought onto the Greenway or equipment provided by the Greenway (collectively, "Equipment"), including, without limitation, any Claims for personal injury, death, or damage to property and specifically including, without limitation, any and all Claims based on the alleged negligence of any of the Released Parties to the extent allowed by applicable law, but excluding Claims based on gross negligence.

**Indemnity.** I, for myself and any Minor for whom I sign this agreement, agree to indemnify, defend, and hold harmless each of the Released Parties (i.e., I agree to pay or reimburse each of the Released Parties) from and against any and all Claims arising out of or related to this agreement, my or any Minor's participation in any Activity, my or any Minor's presence in or around the Greenway, or my or any Minor's use of any Equipment, including, without limitation, any Claims for personal injury, death, or damage to property and specifically including, without limitation, any and all Claims based on the alleged negligence of any of the Released Parties.

**Additional Terms.** LSC has the right to require me to provide proof of liability insurance as a condition to my participation in an Activity. I acknowledge that I and any Minor may be photographed, recorded or videoed while participating in Activities, and I hereby (a) waive any right of privacy and (b) authorize LSC and the Greenway to use, copy, reproduce and distribute any photograph, video, or sound recording for any purpose at no charge. I agree to comply with any rules adopted by the Greenway or LSC from time to time with respect to any Activity. I agree that this agreement will be interpreted and enforced under the laws of South Carolina, and that venue for any legal proceeding regarding this agreement shall be in York County, South Carolina. If any part of this agreement is held by a court to be unenforceable, the unenforceable part of this agreement will be deleted without any effect on the remainder of this agreement. By signing below, I intend to place my hands and seals on this agreement so that this agreement will be considered a sealed instrument for all purposes under South Carolina law. I have carefully read, clearly understood and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including each Minor. If I am signing for a Minor, I represent and warrant that I have legal authority to sign this agreement for the Minor, and I hereby agree to all of the foregoing terms, covenants, representations and warranties for and on behalf of such Minor. My covenants under this agreement will survive termination of this agreement or my participation in any Activity.

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

Print Name: \_\_\_\_\_

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

Emergency Contact Name and Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature (if participant is under 18)

\_\_\_\_\_  
Date



*Please complete form and return to:*  
 Anne Springs Close Greenway  
 Attention: Member Services  
 P.O. Box 1209, Fort Mill, SC 29716  
 Or Email to: Membership@ASCGreenway.org

# Membership Application

Complex\_\_\_\_\_ Greenway\_\_\_\_\_ Scholarship\_\_\_\_\_ Dog Park\_\_\_\_\_ Membership Type\_\_\_\_\_ Group Code\_\_\_\_\_

\_\_\_\_\_  
 Last Name First Name DOB

\_\_\_\_\_  
 Address

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

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

\_\_\_\_\_  
 Email Address

*Additional Members Living in the Household:*

\_\_\_\_\_  
 Name Gender Relationship DOB

\_\_\_\_\_  
 Name Gender Relationship DOB

\_\_\_\_\_  
 Name Gender Relationship DOB

\_\_\_\_\_  
 Name Gender Relationship DOB

\_\_\_\_\_  
 Name Gender Relationship DOB

\_\_\_\_\_  
 Name Gender Relationship DOB

**Waiver (Signature Required)**

I hereby release Leroy Springs & Co. Inc., (LSC) its directors, officers, employees, agents, or volunteers, from all liability related to loss or damage to personal property or bodily injury, while traveling to/from sponsored events, or while on properties owned by LSC. I/We certify that I /We are covered by an insurance program, which will compensate for injuries incurred while participating in LSC activities. Upon acceptance, I agree to pay dues and abide by all rules and regulations established by LSC. I understand this agreement is to remain in effect until cancelled by either party. Leroy Springs & Company reserves the right to deny or cancel membership participation.

**A written notice is required upon cancellation of membership.**

I also grant LSC the right and permission to take and use photographs and or/ sound image/recordings of me or that of a child whom I am the legal guardian, to use for the promotion of advertising and marketing the activities of LSC. I understand that no monetary payment will be made to me for such uses. I release LSC from all claims, for any cause of action arising out of taking and/or use of photos and/or sound and image recordings.

\_\_\_\_\_  
 Signature (required)

\_\_\_\_\_  
 Date

FOR OFFICE USE ONLY: Name:

Member#:

Expired:

# Membership Payment Authorization

Leroy Springs & Company, Inc. is pleased to offer you these pre-authorized payment plans for your convenience. If you choose a **MONTHLY** membership, dues will be deducted from your bank account or debit card or charged to a credit card. If you choose a **QUARTERLY** membership, your dues will be printed and sent to you in statement form (see schedule below). This plan allows us to better service your account.

**Please complete either the Monthly or Quarterly membership information in the following sections:**

\*\*\*\*\*

## **MONTHLY BANK DRAFTS:**

In order for your request to be processed, you must:

- Complete all items on this form
- Submit a **VOIDED** check from your bank checking or savings account. (Note: It may be necessary to verify with your bank that your account can be automatically drafted).

Day account will be drafted: 1st\_\_\_\_\_ 15th\_\_\_\_\_ Amount \$ \_\_\_\_\_

\_\_\_\_\_  
Financial Institution Name

\_\_\_\_\_  
ABA Transit Routing Number (9 digits)

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

I authorize Leroy Springs & Company, Inc. (LSC) to initiate electronic debit entries and to initiate, if necessary, credit entries and adjustments for any debit errors to my checking account or savings account indicated above. I authorize the financial institution named above to debit and/or credit these entries from my account. These payments will be debited each month on the 1st or 15th as indicated above.

This authorization is to remain in effect until I notify LSC in writing of its termination. To cancel this automatic debit, I must provide written notice of cancellation to LSC not less than **30 days** prior to the next scheduled automatic draft. LSC may terminate this payment plan upon notice of two (2) in-sufficient funds transactions. There is a \$30 return service fee for all insufficient bank drafts. Memberships will be immediately terminated if the bank draft account has been closed or a stop payment order is issued by the customer. LSC reserves the right to cancel this agreement without prior written notice. LSC will notify me of any changes in the dollar amount debited from my account. LSC shall not be liable for losses caused by the financial institution's failure to act in accordance to this request.

\_\_\_\_\_  
Customer Signature (required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Holder Signature (if different from customer)

\_\_\_\_\_  
Date

\*\*\*\*\*

## **INSTALLMENT BILLING:**

\_\_\_\_\_ Installment bill sent to you on the 10th of the following months: March, June, September, and December.

\*\*\*\*\*

## **MONTHLY AUTOMATIC CREDIT/DEBIT CARD PAYMENTS:**

Day account will be charged: 1st\_\_\_\_\_ 15th\_\_\_\_\_ Amount \$ \_\_\_\_\_

Credit Card to be Charged (check one): ( ) Visa ( ) MasterCard ( ) Discover ( ) Amex

Date of First Credit Card Draft: \_\_\_\_\_

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date (mm/yy)

\_\_\_\_\_  
CVV Number

\_\_\_\_\_  
Name on Credit Card

\$ \_\_\_\_\_  
Dues Amount

I authorize Leroy Springs & Company, Inc. (LSC) to initiate charges to my credit card account. I authorize the credit card company named to accept these charges to my credit card account. The quarterly membership payment schedule is listed above. This authorization is to remain in effect for the duration of your membership. To cancel this automatic payment, I must provide written notice of cancellation to LSC not less than **30 days** prior to the next scheduled payment. LSC will terminate this payment plan upon notice of two (2) declined transactions. LSC reserves the right to cancel this agreement without prior written notice. LSC will notify me of any changes in the dollar amount charged to my account. LSC shall not be liable for losses caused by the credit card company's failure to act in accordance to this request.

\_\_\_\_\_  
Customer Signature (required)

\_\_\_\_\_  
Date

***Thank you for your membership to the Anne Springs Close Greenway!***