



SPP # : _____

BBV PICKLEBALL SPONSORED PASS (SPP) APPLICATION

2021 SPONSORED MEMBERSHIP FEE \$50

Limit of 30 sponsored memberships

Applicant Information:

Name: (Print) _____

Address: (Print) _____

Contact Phone: _____ E-mail Address: _____

Are you a former BBV resident? Yes _____ No _____

I hereby agree to abide by all rules and conditions relating to the privilege of being a SPP holder. I acknowledge that failure to comply with said rules and conditions may result in the termination of my SPP privileges. I further understand that SPP cards are not automatically renewed year to year and require a new annual application. By signing below I also acknowledge that I have read and agree to the BIRCH BAY VILLAGE COMMUNITY CLUB CORONAVIRUS/COVID-19 ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT as stated on the second page of this application.

Hold harmless/Indemnification:

To the extent permitted by law the I (Applicant) agree to indemnify and hold harmless BBVCC as to any claims for losses or damages or injuries to persons or to property that arise in connection with the activities carried on under this Agreement where such liability is incurred in whole or in part as a result of the actions or omissions of the Applicant. In the event of any such claims or lawsuits, the Applicant shall assume all costs of defense, including any costs and fees incurred by BBVCC.

Applicant Signature: _____ Date: _____

As sponsor of this non-resident, I assume responsibility for any and all actions of him/her while in the Village. I understand that in the event a violation occurs and/or damage occurs, I may be ultimately be responsible.

Sponsor Signature: _____

BBV Sponsor (Homeowner) Information:

- Name: (Print) _____
- Address: (Print) _____
- Contact Phone: _____
- E-mail Address: _____

BBV Office Use:

Application/payment taken by: Name: _____ Date: _____

BBV General Mgr. approval: Name: _____ Date: _____

Applicant notified by: Name: _____ Date: _____



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General Premise: Anyone who is properly sponsored approved and pays for a SPP will be subject to the rules and regulations applicable to all BBV residents. SPP holders may only participate pickleball related activities.

Specific Conditions and Procedures:

- **Eligibility:** SPP applicants must:
 - a) be sponsored by a BBV resident in good standing;
 - b) complete an application, pay sponsorship fee (\$50 for 2021); and,
 - c) be approved by both the BBV General Manager and the BBV Pickleball Committee.
- **Application and sponsorship process:** Applicants must complete an application provided by and maintained at the BBV Community Club Office (see attached); sponsor verification is performed by BBV staff, following which the SPP application is forwarded to the BBV General Manager for approval.
- **Approval and Notification:** Applicants approved by the BBV General Manager are notified by BBV staff in the order that applications are received.
- **SPP Identification Card:** On application approval, BBV staff will issue a sequentially numbered, uniquely colored annual SPP identification card to each approved applicant. SPP card numbers are recorded on the retained/approved applications and a list is provided to guard staff. SPP cards are used for identification purposes at the Visitor's Gate.
- **Program Evaluation:** Each year, the Pickleball Committee shall evaluate the SPP program and recommend to the Board (during the annual budget process) that the SPP be continued (with or without changes) or terminated.

Additional Considerations:

- **Restricted guest invitation privileges:** The SPP holder, not being a BBV resident, is not permitted to admit non-resident guests into Birch Bay Village under his/her own sponsorship.
- Compliance with the 2021 BBV Pickleball schedule especially as it applies to playing with appropriate skill levels (advanced, intermediate, and beginner/novice.)
- Exhibits sportsmanship conduct and proper court etiquette.

BIRCH BAY VILLAGE COMMUNITY CLUB CORONAVIRUS/COVID-19 ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, though transmission through contaminated surfaces is also possible. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, prohibited the congregation of groups of people. Birch Bay Village Community Club ("BBVCC") has put in place preventative measures to reduce the spread of COVID-19 such as regularly sanitizing equipment, enhancing cleaning methods, and enforcing social distancing in our common area facilities; however, BBVCC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, utilizing common area facilities within Birch Bay Village could increase your risk and your child(ren)'s risk of contracting COVID19.

By signing this application:

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by entering certain common area facilities with in BBVCC [ADD MORE HERE] and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at BBVCC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BBVCC employees, volunteers, other members and/or their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my own or my child(ren)'s use of BBVCC common area facilities ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless BBVCC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of BBVCC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use of BBVCC facilities.