

# Bay Point Resort & Marina

10948 E. Bayshore Road, Marblehead, Ohio 43440  
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## 2019 ANNUAL RESORT POOL MEMBERSHIP

**Member Name:** \_\_\_\_\_ **Member Number:** \_\_\_\_\_

In consideration of the payment of the Annual Resort Pool Membership Fees, membership will be granted during the pool season, generally **Memorial Day Weekend** through **Labor Day Weekend**, pursuant to the following terms and conditions:

1. Member has signed a Bay Point Marina, Camping or Social Membership Agreement and has been accepted as a member in good standing at Bay Point.
2. Member agrees to comply with all the current General Rules and Regulations of Bay Point and shall not engage in activities at Bay Point which are in violation of any city, county, state or federal law. The pool rules are posted at the Pool facility.
3. Member agrees that upon any breach of any of the terms of this Agreement by member, Bay Point may cancel and terminate this Agreement upon 48 hours notice to member. Such notice may be given either personally to member in writing or by mail to member at the address shown on the Member Information Sheet. No refund shall be made upon any such termination.
4. Member agrees that Bay Point shall not be responsible or have any liability for any loss or damage to any vehicle or personal belongings of member or other, occasioned by theft, fire, cyclone, flood, windstorm, high or low water, or any other cause or means, and member shall cover risks by insurance without any right to subrogation against Bay Point.
5. Member acknowledges there is no lifeguard present at Bay Point Beach or Pool and individuals swim at their own risk. There is no swimming in the marina.
6. Only member's spouse and unmarried children, 25 years and under, living at parent's home address are covered by the membership. Children under the age of 16 must be accompanied by an adult at all times. Member has 20 guest wrist bands per season with guests limited to three visits per season. All guests using the pool must be registered by the member the day of arrival and have a wrist band on Saturday and Sunday. Members are allowed up to 4 guest wrist bands on Saturday and Sunday. GUEST(S) MAY NOT USE THE POOL UNLESS ACCOMPANIED BY THE MEMBER. GUEST(S) ARE NOT PERMITTED DURING CERTAIN HOLIDAY PERIODS, AS DETERMINED BY BAY POINT.
7. All individuals with bladder or bowel control problems must wear swim diapers. Disposable diapers are not permitted. Infant swim diapers are available at The Market resort store.
8. Member acknowledges that Bay Point's title is and always shall be paramount to the interest of Member. Member shall not do any act, which shall or may encumber or cloud Bay Point's title. If Member voluntarily or involuntarily causes or is responsible for any claim, lien or cloud upon Bay Point's title, Bay Point may, at Bay Point's sole option, take such steps and expend such monies as may be necessary promptly to discharge any claim or remove any such lien or cloud, and Member will pay to Bay Point upon demand all monies expended by Bay Point in such undertaking, including Bay Point's costs and expenses. Member's rights under this Agreement are subject and subordinate at all times to the lien of any mortgage(s) now or hereafter affecting the Premises and to all advances made or hereafter made upon the security thereof.
9. MEMBER AGREES BAY POINT RESERVES THE RIGHT TO REVOKE ANY POOL MEMBERSHIP.

**BAY POINT RESORT POOL MEMBERSHIP**

**\$450.00**

Member acknowledges he/she has read and fully understands all the Bay Point Rules and Regulations and will assure his/her family and guests comply with all Bay Point Rules and Regulations.

**Pool memberships must be paid in full, no partial payments.**

**METHOD OF PAYMENT: Please check one**

- \_\_\_\_\_ Check or money order
- \_\_\_\_\_ Credit Card
- \_\_\_\_\_ Cash

**Member's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\*\*\*\*\* FOR OFFICE USE Only \*\*\*\*\*

QBRO \_\_\_\_\_ MODB \_\_\_\_\_ WIN \_\_\_\_\_ OCN \_\_\_\_\_