

## Welcome to Club F.E.T.C.H.! - SPLASH/PLAY membership

Club FETCH is a CRCG membership program designed to give you many opportunities for fun, exercise and education with your canine companion. This document defines the options available through membership; a holder of a membership to Club FETCH is herein referred to as a “SPLASH/PLAY Member.”

Membership to the Club provides a number of attractive benefits. Some of those include discounts on classes and products, as well as unlimited swims during Open Swim, or reduced priced Reserved Pool Time.

**Multiple Dog Households:** If a Member has more than one dog that would like to be a member, each additional dog added to the membership pays a discounted “Additional Dog Fee” (Please see Article 3.2 for more information on Additional Dog Fees). Each additional dog receives the same benefits as the first dog on the membership.

All inquiries regarding membership in the Club or membership documents should be directed to the Membership Office at CRCG. The Membership Office can be reached by phone at (720)407-8680 or by e-mail at [clubfetch@dog-swim.com](mailto:clubfetch@dog-swim.com). Additional information on the membership is also available online at [www.dog-swim.com/club-fetch](http://www.dog-swim.com/club-fetch)

### Membership Rules, Regulations and Agreement

1.1 Introduction - The Club FETCH Membership Plan Rules and Regulations and Membership Agreement (as defined hereinafter) set forth the rights, privileges and obligations of membership to the Club. Canine Rehabilitation & Conditioning Group (CRCG) reserves the rights to amend, modify or supplement the Club FETCH Membership Plan and Rules and Regulations in its discretion at any time.

1.2 Club Facilities - The following “Club Facilities” are available for use by Members in accordance with the terms hereof and the Rules and Regulations:

- Open swim time in recreational pool
- Reserved swim time in recreational pool
- Open Playground time
- Reserved Playground time
- Massage room

1.3 Additional Club Facilities - CRCG may, in its discretion, expand, modify, or remove any of the Club facilities or add additional facilities either on or off-site, as it determines appropriate from time to time. CRCG is under no obligation whatsoever to expand or modify the Club Facilities or add facilities thereto. Further, CRCG may add facilities that are not part of the Club Facilities or that are not available to SPLASH Members. Access to additional facilities shall be on such terms as are determined by CRCG.

1.4 Website - Club FETCH’s website, [www.dog-swim.com/club-fetch](http://www.dog-swim.com/club-fetch) enables SPLASH Members to

obtain up-to-date Club information.

1.5 Ownership and Operation of Club Facilities - CRCG, owns and operates the Club FETCH facilities.

## **ARTICLE II - OFFERING OF MEMBERSHIPS**

2.1 Membership Offering - Memberships will be offered to such individuals and entities as CRCG determines appropriate in its discretion that are approved for membership by CRCG, subject to the eligibility requirements specified hereinafter.

2.2 Eligibility Requirements - Members who are eligible for membership are any dogs who have been determined by CRCG staff able to swim on their own without assistance. Dogs that are not able to swim on their own will still be eligible for membership, but will require additional assistance fees. CRCG reserves the right to make special exceptions to the eligibility requirements in its discretion.

## **ARTICLE III - MEMBERSHIP CATEGORIES AND PRIVILEGES**

3.1 Membership Categories - CRCG is currently offering memberships in the following categories: Open Swim 6 month membership, Open Swim 12 month membership, Reserved Pool Time 6 month membership, Reserved Pool Time 12 month membership, Open Playground 6 month membership and Open Playground 12 month membership. The use privileges associated with these categories are more fully described below.

3.2 Description of Membership Privileges - A Member will be entitled to use the Club FETCH Facilities in accordance with the SPLASH/PLAY Member's category of membership and the terms and conditions of this Membership Plan and the Rules and Regulations, each as amended, modified or supplemented by CRCG from time to time. All use privileges are subject to availability and to the payment of applicable dues, minimums, fees and charges. The membership privileges currently associated with each category of membership are as follows:

Each dog in the membership receives:

- 10% off products sold at CRCG
- 10% off all classes offered at CRCG.
- One 15-minute massage per month.
- Members are eligible for a \$50 30-minute Nutritional Consultation. This consultation will result in a general nutritional plan for the dog. Any custom dietary plans will result in additional fees. The nutritional plan will be based on nutritional needs of the dog and not food brand specific. All plans will be created by a veterinarian.

### **Open Swim/Play 6 Month Membership**

Open Swim/Play 6 Month SPLASH/PLAY Members are entitled to:

- Unlimited visits of the recreational pool. A maximum of a one-hour swim time limit per visit will be enforced. One visit is allowed per day.
- Unlimited visits of the playground during open play time. A maximum of one –hour limit per visit will be enforced. One visit is allowed per day.
- SPLASH/PLAY Members may purchase a membership for additional dogs within the household for an additional \$25 per month per dog for 2-3 dogs. Four+ additional dogs will be an additional \$15 per month per dog.

### **Open Swim/Play 12 Month Membership**

Open Swim/Play 12 Month SPLASH Members are entitled to

- Unlimited visits of the recreational pool. A maximum of a one-hour swim time limit per visit will be enforced. One visit per day.
- Unlimited visits of the playground during open play time. A maximum of one –hour limit per visit will be enforced. One visit is allowed per day.
- SPLASH/PLAY Members may purchase a membership for additional dogs within the household for an additional \$25 per month per dog for 2-3 dogs. Four+ additional dogs will be an additional \$15 per month per dog.

### **Reserved Pool/Play Time 6 Month Membership**

Reserved Pool Time 6 Month SPLASH/PLAY Members are entitled to:

- The discounted price of \$1/minute Reserved Pool Time at the recreational pool.
- Reserved Pool Time is only scheduled in 15-minute increments.
- Discounted playground time of \$10/15 min. Maximum use of 1 hr/day.
- SPLASH/PLAY Members may purchase a membership for additional dogs within the household for an additional \$20 per month per dog for 2-3 dogs, \$15 each for 4+ dogs.

### **Reserved Pool/Play Time 12 Month Membership**

Reserved Pool Time 12 Month SPLASH/PLAY Members are entitled to:

- The discounted price of \$1/minute Reserved Pool Time at the recreational pool.
- Reserved Pool Time is only scheduled in 15-minute increments.
- Discounted playground time of \$10/15 min. Maximum use of 1 hr/day.
- SPLASH/PLAY Members may purchase a membership for additional dogs within the household for an additional \$20 per month per dog for 2-3 dogs, \$15 each for 4+ dogs.

3.3 Hold on Membership - A hold may be placed on a membership for the following reasons: Dog has incurred an injury and temporarily cannot swim, dog has incurred a permanent injury/become geriatric and will no longer be able to swim, family will be out of town or other reason as approved by CRCG.

#### *Temporary Injury*

If dog needs rehabilitation and chooses to receive rehabilitation from any CRCG location, SPLASH/PLAY Members will continue to pay monthly dues, which will be used as credit towards rehabilitation services for the duration of the injury until dog is able to swim again. Once dog is able to swim and discharged by a CRCG Therapist, SPLASH/PLAY Members will be able to continue recreational swimming and use of the playground.

If dog needs rehabilitation and SPLASH/PLAY Member chooses to receive rehabilitation from another clinic, SPLASH/PLAY Members are required to pay a holding fee of \$8 per month while they are unable to use the recreational pool.

While the membership is on hold, all privileges that come with the membership will not be valid. Holds will be initiated on the first of the month following the requests.

#### *Permanent Injury/Geriatric Dog*

In either the case of the dog incurring a permanent injury or aging and unable to swim recreationally, if the SPLASH/PLAY Member chooses to proceed with rehabilitation at any CRCG location, the SPLASH/PLAY Member will finish out their membership with their monthly dues being used as credit towards rehabilitation services. Once the membership duration has completed, the Alumni SPLASH/PLAY Member will be able to continue rehabilitation outside the membership plan.

#### *Out of Town*

If Club FETCH SPLASH/PLAY Members would like to put a hold on their membership because they are going out of town, a hold on their membership will be possible for an \$8 per month fee. This hold will

not take the place of the full term of the membership. Once the hold is stopped, the membership will continue the term from the point the hold was initiated.

3.4 Cancelling Membership – SPLASH/PLAY Members may cancel their membership at any time with the charge of 75% of their remaining membership dues. Membership may be cancelled with no cancellation fee in the case of death of the dog or terminal illness such as cancer.

3.5 Penalty for Non-payment – There will be a \$50 charge for all monthly returned charges from the bank or credit card.

3.6 Membership Registration Fee – All new SPLASH members will pay a one-time \$25 registration fee with the membership set up.

3.7 First Month Payment – The first month payment will be a pro-rated monthly amount.

3.8 Pool/Playground Availability– We cannot guarantee that the pool or the playground will be available for use at all times during open swim/play time. There may be a wait at times and CRCG will not be responsible for any refunds/compensation if the pool or playground is busy or closed down for maintenance. CRCG will give notice when possible for maintenance.

3.9 Rules and Policies - In order to enhance the recreational and social pleasure of Club FETCH SPLASH/PLAY Members, CRCG reserves the right to establish, amend or modify rules, regulations, policies, guidelines, or systems governing use, access or reservation of the Club Facilities.

#### **ARTICLE IV - MEMBERSHIP AGREEMENT**

4.1 Application Procedure - Each person/dog who desires to become a SPLASH/PLAY Member of Club FETCH shall complete and sign the Membership Agreement form provided by the Club together with the required Membership Fee. The required Membership Fee shall be set forth in each Member's Membership Agreement. There will be a one-time \$25 application fee for all new memberships. This also applies to any lapsed memberships.

4.2 Review Process - All applicants desiring a membership must be approved by CRCG. CRCG may require an interview with the Membership Director, and/or other designees of the company. After receiving the Membership Agreement and any required items, CRCG will, in CRCG's discretion, determine whether or not the applicant is accepted for membership. CRCG shall have the right, in its discretion, to accept or reject any applicant for membership. CRCG shall not be required to provide reasons for its decision to accept or reject an applicant for membership. CRCG may establish such order of priorities for consideration of applications and acceptance of applicants as it determines to be appropriate. If a membership is revoked based on violation of the membership rules, the member will be charged 75% of the remaining membership dues.

4.3 Rights Governed by Membership Documents - By applying for membership in Club FETCH, each applicant who is accepted for membership agrees to be bound by and comply fully with all of the terms and conditions of the Membership Plan and Rules and Regulations, as amended, modified or supplemented from time to time, and irrevocably agrees to fully substitute the membership privileges acquired pursuant thereto for any present or prior rights in or to use of the Club Facilities. By becoming a SPLASH/PLAY Member of the Club, each SPLASH/PLAY Member shall have acknowledged that the rights acquired by such SPLASH/PLAY Member are mere contract rights, including, a revocable license to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations, as the same may be amended, modified or supplemented from time to time, so long as the Member

remains a member of the Club. As such, CRCG will not owe any fiduciary duty or special duty to any SPLASH/PLAY Member.

4.4 Membership Photo & Story Release - All SPLASH/PLAY Members grant CRCG, its representatives and employees the right to take photographs of SPLASH/PLAY Members and their dogs. All SPLASH/PLAY Members authorize CRCG to copyright, use and publish the photographs in print and/or electronically. Such photographs of SPLASH/PLAY Members and/or their dog(s) may be used with or without name(s) and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

### ARTICLE V - MEMBERSHIP FEE

5.1 Membership Fee Required - Each person who desires to acquire a membership will be required to pay a Membership Fee in an amount established by CRCG, unless otherwise determined by CRCG. CRCG reserves the right in its discretion to change the amount of the Membership Fee for memberships in any given category from time to time. The amount of the Membership Fee required to be paid for membership will be specified in the Membership Agreement

5.2 Refund of Membership Fees - Membership Fees paid by SPLASH/PLAY Members are subject to a 75% charge on all remaining fees in the membership term unless otherwise expressly provided herein or in the Membership Agreement. See section 3 of this agreement.

5.3 Tax Consequences of Acquiring Membership - CRCG makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a membership or with respect to any Membership Fees paid to CRCG. All persons acquire their membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, Members should consult with their own tax advisors with respect to the tax consequences of any Membership Fees.

### ARTICLE VI - DUES, FEES AND CHARGES

6.1 Payment of Dues, Fees, and Charges - CRCG will determine the amount of dues, fees and charges which are payable by SPLASH/PLAY Members in its discretion. Dues shall be payable on a monthly basis in advance, unless otherwise determined by CRCG from time to time. The dues and selected fees and charges relating to use of the Club Facilities, are indicated on the registration page of this membership and on the club website at [www.dog-swim.com/club-fetch](http://www.dog-swim.com/club-fetch). The amount of dues, fees and charges is subject to change from time to time by CRCG in its discretion.

I agree to the CRCG Club Fetch Membership Rules and Regulations.

Name: (Printed) \_\_\_\_\_

Name: (Signature) \_\_\_\_\_

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

CRCG Approval: \_\_\_\_\_

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

### Club F.E.T.C.H. Registration Form

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Dog #1: Name: \_\_\_\_\_ Age: \_\_\_\_\_ Breed: \_\_\_\_\_

Dog #2: Name: \_\_\_\_\_ Age: \_\_\_\_\_ Breed: \_\_\_\_\_

Dog #3: Name: \_\_\_\_\_ Age: \_\_\_\_\_ Breed: \_\_\_\_\_

Dog #4: Name: \_\_\_\_\_ Age: \_\_\_\_\_ Breed: \_\_\_\_\_

**Membership Options:**

|  |            | Qty | Total |
|--|------------|-----|-------|
| <input type="checkbox"/> 6 month recreational swim/play  | \$70/month | 1   | _____ |
| <input type="checkbox"/> 12 month recreational swim/play | \$60/month | 1   | _____ |
| Additional Dogs 2+ (each)                                | \$25/month | ___ | _____ |
| <br>   |            |     |       |
| <input type="checkbox"/> 6 month reserved swim/play      | \$55/month | 1   | _____ |
| <input type="checkbox"/> 12 month reserved swim/paly     | \$45/month | 1   | _____ |
| Additional Dogs 2+ (each)                                | \$25/month | ___ | _____ |

Total Monthly Charge: \_\_\_\_\_

(Monthly auto-payment charges will begin on or around the 1<sup>st</sup> business day of month #2)

First Month Prorated Charge (Due with Application): \_\_\_\_\_

One time registration fee:   \$25  

Total (First Payment): \_\_\_\_\_

**Credit Card Payment Information: (or provide copy of cancelled check)**

Name on Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Expiration: \_\_\_\_\_

**ACH Payment Information: (or provide copy of cancelled check)**

Name on account: \_\_\_\_\_

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

Bank Account #: \_\_\_\_\_

Account Routing #: \_\_\_\_\_

**Monthly Charge Authorization Signature:**

Printed: \_\_\_\_\_ Signature: \_\_\_\_\_

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