

2020 FHSTC By-Law Revisions

Article X. Section 1 (add-in new language, 4th sentence): A family unit is defined as all persons of the same immediate family, including all *dependents* of the holder of the Membership that are defined in accordance with current Section 152 of the Internal Revenue Code or as amended.

Article X. Section 3 (add-in new language): Members agree, acknowledge and fully understand that by being accepted into Membership of the Club, each Member and associated family Members shall be bound by the terms of the By-Laws as currently set forth herein, or as hereafter revised or amended.

Article X. Section 10 (3rd sentence): However, in the event Tenured Member spouses or single parents have *dependents* that are defined in accordance with current Section 152 of the Internal Revenue Code or as amended, then, upon written request to, and approval by, the Board of Directors no less than two weeks prior to March 1 of any given year, such dependents shall be permitted to continue as Members of the Club at a reasonably reduced rate, which shall be determined by the Board of Directors in its sole discretion.

Article X. Section 11: In the event a Member of the Club fails to comply with the requirement that their invited guests agree to and execute the Forest Hill Swim and Tennis Club Property and Facilities Guest Waiver Agreement and Release from Liability document prior to any use of the facilities of the Club by the invited guest, then the Member shall agree, acknowledge and fully understand that their guest will be engaging in activities that involve risk of serious injury, including permanent disability and death, as well as severe social and economic losses, which might result not only from their invited guest's own actions, inactions or negligence, but from the actions, inactions or negligence of others at the Club, and that there may be other unknown or reasonably unforeseeable risks, at the time of such activities. Furthermore, the Member shall agree, acknowledge and fully understand that they assume all the forgoing risks on behalf of their invited guests, and any other known, unknown or reasonably unforeseeable risks that may come from the use of the facilities of the Club. Finally, the Member shall agree, acknowledge and fully understand that they are accepting personal responsibility and liability for the consequences of any injury, permanent disability or death, as well as severe social and economic losses, related to any such activities of their invited guests.

Article XI. Remove references to deleted sections 1, 2, and 4. Edit current Section 3 to reflect new Section 1.

Article XIII (new Section 2): Member hereby grants to Forest Hill Swim and Tennis Club the irrevocable, perpetual right and permission to use the photographic, video, appearance or likeness of Member and Member's family or guests, including digital rights, in connection with the promotion, public relations, advertising or marketing of Forest Hill Swim and Tennis Club during the term of the Membership agreement. This grant of rights is made without limitation circumstances, location, market or medium of use, including, without limitation, use on the official Forest Hill Swim and Tennis Club website, social media and marketing materials.