

# MORTON'S WARM SPRINGS

1651 Warm Springs Road | Glen Ellen, CA 95442

2023 / 2024 SEASON

## SUSTAINER CIRCLE MEMBERSHIP APPLICATION

Thank you for being a part of our growing Morton's Warm Springs community! Please review all of the information within this application carefully. Fill it out completely, sign and date on the last page then return it to us with your first annual/monthly *non-refundable* payment. You can either mail it using the address above or scan and email your application to us and pay by credit card over the phone or by emailed invoice.

Memberships are valid for one calendar year, starting the date we receive your full annual/monthly payment and a completed application. The membership auto-renews by your stored credit card information on that same date the following year. Entry to the Springs for any of the below listed perks is **May-September**, with hours as specified below in the "HOURS & DATES OF OPERATION" clause. Thank you, and welcome!

**SUSTAINER CIRCLE MEMBER:** \_\_\_\_\_  
(Full Name)

**MEMBERSHIP TYPE** (PLEASE circle one below):

**SUSTAINER**

\$5-\$25 / month  
\$60-\$300 / year

**BUILDER**

\$30-\$75 / month  
\$360-\$900 / year

**PATRON**

\$80-\$120 / month  
\$960-\$1,440 / year

**REGENERATOR**

\$150+ / month  
\$1,800+ / year

**MEMBERSHIP PAYMENTS** (PLEASE circle one below and enter a \$ amount):

**MONTHLY**

\$ \_\_\_\_\_  
Auto-renews annually

**ANNUAL**

\$ \_\_\_\_\_  
Auto-renews annually

**\* Ask us about our Season Passes for unlimited seasonal access to the Springs for 1-8 people! \***

**MEMBER HOME ADDRESS** (please print legibly):

\_\_\_\_\_  
(Home/Mailing Address)

\_\_\_\_\_  
(CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP)

\_\_\_\_\_  
(Phone: circle one) **CELL HOME BUSINESS** (Email Address)

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<b><u>SUSTAINER</u></b>	<b><u>BUILDER</u></b>	<b><u>PATRON</u></b>	<b><u>REGENERATOR</u></b>
<b>\$5-\$25 / month</b> <b>\$60-\$300 / year</b>	<b>\$30-\$75 / month</b> <b>\$360-\$900 / year</b>	<b>\$80-\$120 / month</b> <b>\$960-\$1,440 / year</b>	<b>\$150+ / month</b> <b>\$1,800+ / year</b>
2 Guest Passes / Year (for you or your guests)	5 Guest Passes / Year (for you or your guests)	10 Guest Passes / Year (for you or your guests)	20 Guest Passes / Year (for you or your guests)
Cafe 10% Discount	Cafe 10% Discount	Cafe 10% Discount	Cafe 10% Discount
"Sustainer Circle" News & Updates	"Sustainer Circle" News & Updates	"Sustainer Circle" News & Updates	"Sustainer Circle" News & Updates
Three (3) "Family Holiday Member Socials" w/ evening pools, 5:30-7pm on Memorial Day, July 4th, & Labor Day. (You + 3 Guests, any age or relation, more w/ use of Guest Passes)	Three (3) "Family Holiday Member Socials" w/ evening pools, 5:30-7pm on Memorial Day, July 4th, & Labor Day. (You + 3 Guests, any age or relation, more w/ use of Guest Passes)	Three (3) "Family Holiday Member Socials" w/ evening pools, 5:30-7pm on Memorial Day, July 4th, & Labor Day. (You + 3 Guests, any age or relation, more w/ use of Guest Passes)	Three (3) "Family Holiday Member Socials" w/ evening pools, 5:30-7pm on Memorial Day, July 4th, & Labor Day. (You + 3 Guests, any age or relation, more w/ use of Guest Passes)
	Access to 5:30-7pm Weekend Sundown Soaks (Sat/Sun) all season (You + 1 Guest, or more with use of Guest Passes)	Access to 5:30-7pm Weekend Sundown Soaks (Sat/Sun) all season (You + 1 Guest, or more with use of Guest Passes)	Access to 5:30-7pm Weekend Sundown Soaks (Sat/Sun) all season (You + 1 Guest, or more with use of Guest Passes)
		Concierge Booking (via phone/email)	Concierge Booking (via phone/email)
		Wellness Services perks (once launched in 2023 or 2024)	Wellness Services perks (once launched in 2023 or 2024)
		Catered Patron Member appreciation BBQ on July 4th Holiday (You + 3 Guests, any age/relation, more w/ use of Guest Passes)	Catered Patron Member appreciation BBQ on July 4th Holiday (You + 3 Guests, any age/relation, more w/ use of Guest Passes)
			Annual Farm-to-Table Regenerator Member Appreciation Dinner (You + 1 Guest)

This Membership Agreement is between the SUSTAINER CIRCLE MEMBER (MEMBER) named above, and MORTON'S WARM SPRINGS (MORTON'S), and applies to any guests for any of the above-named perks.

For this Sustainer Circle Membership, MORTON'S offers seasonal use of the warm pools for recreational swimming and therapeutic soaking, use of any previously unreserved picnic/barbecue areas and general parking to the MEMBER and/or their guest by way of a limited number of Guest Passes (as shown above by tier) on any day that MORTON'S is open to the public during the summer season, May to September. MORTON'S offers unlimited weekend evening access to the same amenities within the same summer season (as shown above by tier) and without use of Guest Passes or paid General Admission reservations provided that the MEMBER and their guest(s) arrive between 5-6pm. Please don't arrive after 6pm. The first monthly/annual payment is due at the submission of this application.

This Agreement is solely for the MEMBER and applies to any additional guests, and cannot be sold, transferred or otherwise conferred on any other person, related or not.

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## **RULES & REGULATIONS OF RESPECT**

**SUSTAINER CIRCLE MEMBERSHIP AGREEMENT & ACCESS:** This agreement is non-negotiable, so please review it carefully and contact us with any necessary questions or proposed changes. All membership applications are considered confirmed only when the first monthly/annual payment is received. The membership fees are non-refundable. A laminated membership card may be issued to the member. The Member must present their card at the time of admission to the property for access to weekend evening members offerings and member events. The Member must have their card available to present while attending any of the listed Member events and offerings.

**AUTO-RENEWALS:** Memberships are valid for one calendar year, starting the date we receive your first monthly/annual payment and a completed application and auto-renews by your stored credit card information on that same date the following year. The commitment is annual and the membership is auto-renewed each year with a 45-day notice of renewal. If needed, we request from all Members a 30-day courtesy “cancellation/alteration notice” ahead of the annual renewal payment for any changes to be effective after the next auto-renew.

**HOURS & DATES OF OPERATION:** MORTON’S is open Saturdays and Sundays and holidays only during the months of May and September, then Tuesdays-Sundays during the months of June, July and August. Morton’s is always closed on Mondays, unless the Monday falls on a federal holiday. When open, MORTON’S hours are from 10am–6pm (the pools close at 5pm). Unlimited weekend (Saturday and Sunday) Sundown Soaks are offered to Members exclusively and their guests as indicated (Tier 2 and above) during the above summer season, May-September, where the pools are accessible for an additional period from 5:30-7pm. The three Family Holiday Member Socials from 5:30-7pm on Memorial Day, July 4<sup>th</sup> and Labor Day are also offered with the indicated number of guests. For all weekend 5:30-7pm sessions, a Guest Pass or paid Reservation is not needed for Member and guest(s) access provided the Member and guest(s) arrive between 5-6pm. Please don’t arrive after 6pm.

**NOTICE OF SPECIAL CLOSURES:** MORTON’S reserves the right to be closed to both the public and to Morton’s Members during such times as when a pre-arranged “full day buy-out” or “half day buy-out” of the site is booked by a private party. In the event of a buy-out, MORTON’S guarantees to post a notice of the closure on the Calendar page of their website a minimum of seven (7) days prior to the closure date. The only exception to this 7-day notice policy would be in the event of unexpected closures for emergency repairs or safety.

**YOUTH & SCHOOL GROUPS:** For over 70 years, Morton’s has been a place where generations of kids have come to swim, play and connect with nature. Youth camps and school groups getting to come and enjoy our geothermal mineral pools and grounds is one of the ways Morton’s serves local communities and maintains a stable income on weekdays during our short summer season. But even with all these wonderful advantages of having larger youth groups and camps visit us, many Morton’s guests prefer the quieter, sanctuary experience that Morton’s creekside pools and extensive grounds naturally has to offer. If you’re wanting to know when youth and school group bookings will be at Morton’s so you can plan you or your family’s visit around these times, you can check the Calendar page of our website to see the current schedule for all youth group bookings of 20 or more. The site and pools are fully open to the public during all kid’s group bookings, we just know that some like to schedule their visits around them!

**HEALTH & ENVIRONMENTAL PROTECTION:** The land, water and wild creatures of MORTON’S are part of a critical and sensitive ecological habitat. As such, we use the minimal amount of chemicals required by county law to treat our natural spring water and keep it clean. In order to protect the health and wellbeing of both humans and our sensitive creek habitat, ALL GUESTS ARE REQUIRED TO FIRST SHOWER PRIOR TO ENTERING THE POOLS OR CREEK. Absolutely no tanning oils are allowed in the pools or creek. We also ask guests to consider full-coverage bathing suits and hats for natural sun protection rather than using sunscreens in our natural mineral water. Any person exhibiting disrespectful or destructive behavior to the environment may be asked to vacate the premises.

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**POOL AREA RULES:** For health & safety reasons food, drink (other than water), glassware and pets are prohibited from entering the pool area at any time. Running on the pool deck is not permitted, nor is diving or jumping feet-first into either the family pool or into the shallow end of the diving pool. All infants and toddlers under three (3) years of age are required to wear a swim diaper at all times, regardless of whether or not they are potty-trained.

**CLOSING & CLEAN UP:** Please be on time packing up to leave and make sure that you take all of your belongings with you when you go. Be sure to leave all areas you use clear of trash. Separate recycling and trash containers are provided, but if you need extra, please alert staff. Any site that you or your guests use that is left in a disarray with trash, food scraps, non-extinguished BBQ coals and/or other litter not disposed of properly may be subject to an additional \$50-\$100 site clean-up charge. Also, if you or any of your guests stay onsite for more than thirty (30) minutes after the posted closing time, you may be subject to an additional \$50 late departure charge. Please be respectful and leave on time with the site as good as or better than you found it.

**MUSIC & SOUND:** Only non-amplified acoustic music may be played outdoors at a level that is considerate of other guests and neighbors. Out of respect to our peaceful country neighborhood and other Morton's guests, personal radios, amplified music or public address systems of any size or kind are not allowed.

**ALCOHOLIC BEVERAGES:** MORTON'S does not have a liquor license. In strict accordance with California Law, our guests must be 21 years or older to consume alcoholic beverages. Any guest is subject at any time to provide photo identification as proof of legal age. Strictly at staff discretion, alcohol will not be served to any person deemed to be intoxicated. Any guest exhibiting intoxicated or belligerent behavior will be asked to vacate the premises. The Sheriff's Department will be called to remove any loud or unruly guests. Alcoholic beverages are never allowed in the pool area.

**GAMES:** We provide grassy areas, lawn games and occasionally other recreational areas or equipment for your use. Use of these games are on a first-come, first-serve basis. You or your guests may bring your own equipment, or check out some of ours using a photo ID.

**PETS:** Dogs are allowed on premises provided that they: stay on a leash, are with their owners (not left alone tied up or in a car), do not cause a nuisance or bark repeatedly, and are immediately cleaned up after at all times. Dogs are not allowed in the gated pool areas. Only service dogs are allowed in the gated pool area if they are trained in specific and essential tasks that assist someone with a disability.

**SECURITY:** MORTON'S does not assume responsibility for the damage or loss of any articles. Found items will be held for five (5) days in the lifeguard office. Unclaimed items will be donated or disposed of after five (5) days.

**CANCELLATIONS:** Your membership payments are non-refundable and non-transferable for the calendar year.

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To the fullest extent permitted by law, the MEMBER shall defend, indemnify, and hold MORTON'S, its Governing Board, officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the MEMBER, its Governing Board, officers, volunteers, agents and employees. To the fullest extent permitted by law, MORTON'S shall defend, indemnify, and hold the MEMBER, its Governing Board, officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense, or claims for injury or damages caused by or resultant from the willful or intentional misconduct of negligent acts or omissions of MORTON'S, its Governing Board, officers, volunteers, agents and employees.

**SUSTAINER CIRCLE MEMBER (RESPONSIBLE PARTY):**

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print Full Name)*

\_\_\_\_\_  
*(Date)*

**MORTON'S WARM SPRINGS:**

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print Full Name & Title)*

\_\_\_\_\_  
*(Date)*

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