TROUTBECK MEMBERSHIP





TROUTBECK MEMBERSHIP

INDIVIDUAL & FAMILY MEMBERSHIP

$4,500

ANNUAL PROCESSING FEE

$150

ELIGIBILITY

Individuals, their spouse/partner and dependents under 21 years of age.

Correspond directly with *members@troutbeck.com*

MEMBER RATES

- 10% discount on Best Available Room Rate, weekends
- 15% discount on Best Available Room Rate, weekdays
- 10% discount on all Program related charges
- 10% discount on meetings and event bookings
- 10% discount on wellness services and programming
- If available, complimentary room upgrade

MEMBER BENEFITS

- The Barns – Movement studio, fitness studio, treatments, saunas
- Wellness programming
- Arts & Culture programming
- Complimentary bicycles (adult & children)
- $100 Monthly food & beverage credit
- 12 annual guest passes to the Barns
- Seasonal outdoor pool (solar heated)
- Seasonal Tennis Court access
- Fishing access to our stretch of the Webatuck. NY freshwater fishing license required + catch & release.

MEMBER DUES

Membership is for a period of one year and renewable thereafter on an annual basis. Membership renewal is not automatic and is reviewed on an annual basis. Troutbeck reserves the right to amend membership fees or any charges at any time. Troutbeck retains sole discretion as to who shall become a member at Troutbeck. Upon approval or renewal of membership your membership fees become payable immediately. By providing us with your payment details you accept and consent to being charged your full membership fees and processing fees upon your application being approved or renewed. Membership dues are non-refundable. Failure to pay the annual subscription, within 10 days of notice of same, will result in the member not being admitted and membership being terminated.

CANCELLATION POLICY

- **THE BARNS:** all classes and services carry a 7-day 75% charge and 48-hour full charge cancellation and change policy
- **ARTS & CULTURE PROGRAMMING:** workshop, classes and events carry a 48-hour full charge cancellation and change policy
- **ROOMS:** Cancellation of guest room follows the prevailing cancellation policy

RULES & STANDARDS

TERM Once approved, the term of membership is one year, the "Membership Year", from the date of acceptance. Membership renewal is not automatic and is reviewed on an annual basis, in perpetuity, unless a cancelation notice is received at least 60 days prior to the end of the term. Renewal notice shall be issued one month prior to the end of your membership year.

USE of Troutbeck property and services is limited to our posted regular operating hours and dates which may be, in our sole discretion, revised from time to time. You understand that, from time to time, access may be restricted for private events hosted by other members or guests, whichever the case may be. Troutbeck and its management shall make every reasonable effort to provide advance notice to all members via email of the date and times during which access and the privilege of use may be restricted.

MEMBERS Shall have all of the rights and privileges as if they were guests in residence, including, access to all public spaces, amenity facilities, the grounds, programs and services during regular hours of operation. Members will be accorded the benefits and discounts outlined in the membership application package. Membership shall not, under any circumstance, be construed as or interpreted to mean ownership, fractional or otherwise of Troutbeck assets. The benefits outlined herein may be revised or amended by Troutbeck from time to time.

THE TROUTBECK CARD All members receive the Troutbeck Card which may be used on property for your transactions. The Card is linked to your membership folio only and does not carry any financial data. You may be asked to produce your card at any time to verify membership. Cards are not transferrable.

HOUSE CHARGES Members are extended the privilege of a House Account for all food, beverage, room charges and such other charges as may be incurred by the member or their guests. Members are solely responsible for any charges made to their House Account by their guests. House accounts must be settled at the end of each calendar month using the pre-authorized card on file. Members whose accounts are not settled within seven (7) days following the end of the previous calendar month shall be suspended. Thereafter, if good standing is not restored, Membership may be terminated at the sole discretion of Troutbeck.

BILLING Your Troutbeck membership account will be charged on a monthly basis for all incidentals incurred during that month. A credit of up to $100 in Food & Beverage will be applied at the end of the month. You will receive a copy of your individual folio sent at the beginning of the following month. Please note the $100 credit is per family membership, not per member. It's the duty of the member to update Troutbeck with current credit card details in the event a card is unusable for any reason. Failure to do this in a timely manner may result in suspension or termination of membership.

FOOD & BEVERAGE STATEMENT CREDIT The "Statement Credit" is a privilege applied monthly, as a deduction to any food & beverage house charges then due at the end of each calendar month. In no way shall the statement credit be construed as a payment from Troutbeck to the Member, nor shall it accrue if unused from one month to the next. For the avoidance of doubt, at no time shall the application of the statement credit result in a negative balance due to the member from Troutbeck.

CHILDREN & INFANTS Infants and minor children under the age of eighteen (18) years are to remain under the direct supervision of, and are the sole responsibility of, their adult custodians. At no time whatsoever will any Troutbeck Officer, Employee, Vendor or Staff Member be responsible for the supervision of or accept temporary custody for infants or minor children. Parents of children must respect the peaceful enjoyment of other guests and members of Troutbeck including, adhering to Troutbeck rules governing children's access to the public areas, amenities and landscape as may be applied from time to time, now and in the future.

PERSONAL DETAILS By becoming a member of Troutbeck, you agree that we can hold your personal details and a photograph to use in our membership database. We will use the personal information you provide us in connection with your membership in accordance with our personal policy.

CONFIDENTIALITY Troutbeck and all the team members are required to adhere to the strictest confidentiality standards and pledge to retain all records and personal information in strictest confidence.

PRIVACY POLICY For everyone's privacy, outside of use with immediate family members, no cameras, video or recording, whether on a cell phone or other medium may be used while at Troutbeck. Troutbeck reserves the right to take possession of any cellphone, camera, video and images or recordings within, while on premises.

INJURIES AND ACCIDENTS All members are expected to use the equipment and facilities in a safe manner and in the way that they are intended for use. Members are required to report injuries and accidents as soon as possible and will be asked to complete an injury report so we can comply with our health and safety regulations.

PETS Troutbeck is pet friendly. However, with the exception of pets that are legally recognized and certified for safety purposes, pets are not permitted in our restaurant or on our pool deck. All pets must be on a leash and use dog bags and bins provided by Troutbeck and stationed around the property.

EQUIPMENT & FACILITIES Use of any equipment or facilities at Troutbeck is entirely at the risk of the members, the member family or guest. You must not use any equipment or facilities or undertake any activity at Troutbeck, unless you are satisfied that you are competent to do so in a safe and proper manner. When using any equipment or facilities at Troutbeck, you must take care to safeguard your own health or safety and that of other people. You will be solely responsible for any loss or injury that you cause yourself, others or equipment or facilities through your unsafe and improper use of the equipment or facilities. This includes your use of them while under the influence or any substance or medication or your failure to advise staff of any medical condition relevant to your use of the equipment and facility.

POOL With regard specifically to the usage of the swimming pool, the member acknowledges the following: (a) a minimum of two (2) adults, eighteen (18) years of age and older, must be present whenever the swimming pool is in use and at least one (1) of these adults must be on the pool deck and NOT in the water; (b) children under the age of sixteen (18) must be accompanied to the swimming pool by either a parent or a guardian, or an adult, who is responsible for the child and the child's behavior; and (c) do not drink alcohol and swim. There is no lifeguard on duty.

ILLEGAL DRUGS Purchase use or distribution of illegal drugs on property is strictly prohibited and will result in the termination of the relevant membership.

SMOKING All members and guests are obligated to abide by Troutbeck's smoking policy and to all applicable no smoking governmental laws, rules, and regulations. No smoking, including e-cigarettes and vapes, is allowed indoors or on the pool deck at any time. Troutbeck reserves the right to prohibit or limit smoking in any area at any time.

RESERVATION ETIQUETTE We ask all members to honor their reservation for our restaurant, events and services. Communication in the event of an anticipated late arrival or cancellation is paramount. All dining reservations will be held for within 15 minutes late will not be guaranteed their reservation. This applies to all dining parties for all meal periods. All wellness classes will start promptly at the time scheduled. We ask that you arrive at least a few minutes early so as not to disrupt class. Wellness services are scheduled with a firm start and end time. In the event of a late arrival, we cannot guarantee the entire length of the booked service and the service will be charged as booked, per our aforementioned cancellation and change policy.

GUESTS Troutbeck members are welcome to bring a guest to the Barns for use of the classes, facilities or services 12 times a year. Guests are subject to our guest rates outlined in our menu of services and monthly wellness class schedule. We ask all members to notify us of guest use beforehand. Guests of members are prohibited from using the pool.

CONDUCT Every member, family member and guest, is bound by the rules, bylaws and regulations of Troutbeck at all times upon acceptance as a member at Troutbeck. If any members conduct, either on or off premises is contrary to the interests of Troutbeck, Troutbeck may, with immediate effect, expel the member from Troutbeck and suspend or terminate the member's membership, without having to give any reason to such member or guest.

INTERPRETATION OF HOUSE RULES In the event of any dispute arising as to the meaning or interpretation of these rules, the matter shall be referred to Troutbeck Management, whose decision with respect to your membership shall be final without appeal. These rules shall be governed and construed in accordance with United States laws, and each member agrees to submit to the exclusive jurisdiction of local and federal courts of the State of New York. Our rules and regulations may change from time to time. Rules will be updated in the members portal. Please access the member portal to see the current version of Troutbeck's rules and regulations. By completing your application for membership, you agree to be bound by Troutbeck's rules and regulations.

TROUTBECK LIABILITY All items brought into Troutbeck are brought and left entirely at the risk of a member or guest. Troutbeck or any of its team members / agents will not be liable to any member or guest for any loss, damage or injury suffered by them or their property, howsoever caused, saved in respect of death or personal injury to a member or guest to the extent caused by the negligence of Troutbeck, its servants and or agents. This is not intended to affect any mandatory rights a member or guest may have under local law that we cannot legally restrict or exclude.

TROUTBECK

AMENIA

NEW YORK

APPLICATION FOR MEMBERSHIP

Applicant Name	Date of birth
Address	
Occupation	Employer
Telephone Number	Email address

Co-Applicant Name	Relationship to Applicant
Address	
Occupation	Employer
Telephone Number	Email Address

If any minor children are included, kindly provide us with their names and dates of birth:

Vehicle Make/Model/Plate (please list all):

How did you learn of the Troutbeck Membership?	Another member	I frequent Troutbeck	Marketing

While references are not required, if you are acquainted with an existing member or members, please list them here:

In submitting this application for Membership, I agree to abide by and be bound to the rules and standards of Troutbeck. As the applicant, I acknowledge that I am solely responsible for all house charges, fees and other expenses which may be incurred on my behalf by the co-applicant or any minor children listed herein.

Members understand and acknowledge that, from time to time, your use of Troutbeck may be restricted in whole or in part. Members will receive advance notice from members@troutbeck.com through our periodic member newsletter. The newsletter will include, in addition, programming updates and news.

Kindly complete your application, including the attached credit card authorization form, and submit to members@troutbeck.com. Should you have any questions whilst completing your application, please submit them to the email address above to receive a prompt response. An annual processing fee of $150 is payable upon receipt. Once accepted, your full annual membership fee and processing fee will be charged to your credit card. All charges are subject to applicable sales taxes.

We thank you for your interest in Membership at Troutbeck.

Applicant Signature	Date

TROUTBECK

AMENIA

NEW YORK

CREDIT CARD AUTHORIZATION FORM

Please print, manually complete and return the following form:

Credit Card Type

Name on Credit Card

Credit Card Number	Security Code

Expiration Date

Credit Card Billing Address

I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.

Cardholder's Signature

Print Name

Date

TROUTBECK

AMENIA

NEW YORK

RELEASE AND WAIVER OF LIABILITY

Use of Bicycles, Swimming Pool and Wellness Barns: In the interest of your safety, we require you to follow the rules outlined herein. In addition, please read the safety rules that are posted throughout Troutbeck. If you have any questions, we will be happy to discuss them with you.

With regard to use of bicycles, swimming pool and Wellness Barns, Members agree that this Release and Waiver of Liability ("Release") is governed by, and intended to be as broad and inclusive as permitted by the laws of the State of New York. By signing this Release, Members are acknowledging that Member & Member Family is physically and mentally able to ride a bicycle, swim and engage in regular forms of exercise, that Member presents no physical risks of infectious diseases to the owners, employees and guests of Troutbeck and that the Member & Member Family is fully familiar with riding a bicycle, swimming and engaging in regular forms of exercise and the inherent risks involved with the aforementioned activities. Member expressly assumes all risk of loss, damage, illness or injury as a result of participating in usage of and/or riding and/or swimming, including the risk due to Troutbeck. Members agree to fully release and discharge Troutbeck for any damages, illness, injuries or claims, including, but not limited to, self or any other person or property, as a result of Member & Member Family usage of and/or riding, swimming, etc. Members fully understand and agree to release Troutbeck for its negligence in causing in whole or in part any illness or injury to any other guest, member, licensee, invitee, employee, etc. of Troutbeck.

Any equipment utilized from Troutbeck is due back according to the following schedule: Bicycles – 1 hour prior to sunset and Yoga Mats following the conclusion of wellness classes. Members assume full responsibility for the rented equipment and any other equipment that is included in such rental (i.e., a bicycle helmet). Members agree to compensate Troutbeck at the full retail value, for damages and/or theft of equipment during the rental period. Troutbeck is not responsible for guests, who incur equipment malfunction (i.e., flat tire, broken chain, ripped mat, etc.) during the period they are using the equipment. Upon request and when possible, Troutbeck will replace any damages equipment with different, but similar, equipment. Troutbeck will do its best to resolve any malfunctions, but this service is not guaranteed.

Members freely and voluntarily assumes the risks of using the equipment and/or participating in any scheduled tour, class, session, etc. Each Member acknowledges that he/she has executed this Release in order to use the equipment and/or participate in a scheduled tour, class, session, etc. For each Member, who is a minor, the adult Member signing on his/her behalf represents and warrants to Troutbeck that he/she is the legal guardian of that minor and possesses full legal authority to release and waive claims and to covenant not to sue Troutbeck on that minor's behalf. By signing this Release, the Member is acknowledging that, the Member is at least eighteen (18)years of age. By signing this Release on behalf of a minor, the Member is agreeing that Member is the minor'sparent or legal guardian and the Member releases Troutbeck from any claims, lawsuits or responsibilities for thatminor. Each of the undersigned has read this Release.

With regard specifically to bicycles, the Member acknowledges that New York State REQUIRES ALL cyclists to wear a helmet.

With regard specifically to the usage of the swimming pool, the Member acknowledges the following: (a) a minimum of two (2) adults, eighteen (18) years of age and older, must be present whenever the swimming pool is in use and at least one (1) of these adults must be on the pool deck and NOT in the water; (b) children under the age of eighteen (18) must be accompanied to the swimming pool by either a parent or a guardian, or an adult, who is responsible for the child and the child's behavior; and (c) do not drink alcohol and swim. There is no lifeguard on duty.

With regard specifically to the usage of the Wellness Barns, usage is restricted to Members who are eighteen (18) years old and above. In addition, the cancellation policy is as follows: if a wellness treatment is canceled within seven (7) days a twenty-five percent (25%) refund will be provided; if a wellness treatment is canceled within forty-eight (48) hours no refund will be provided. The wellness barn will be staffed between the hours of 8:00 AM. and 6:00 PM, if a Member chooses to use the wellness barn outside of the staffed hours, the Member will be unsupervised. No Member is permitted to use the sauna during the unstaffed hours of operation.

In an emergency, notify the operator immediately. A free telephone is provided at the pool. Telephone number for emergency services is 911.

Facilities can only be used during posted hours of operation.

I have read and understand the rules at Troutbeck. I will abide by the rules of this Release and all posted signage.

Print Name of Member	Print Name of Member
Print Name of Member	Print Name of Member
Signature on behalf of Self and all those Members listed above	Date