

OMRA MEMBERSHIP APPLICATION

Any guest may attend an Association function and look over the displays and operations to determine if they are interested in joining. They may be offered the use of Association or another member's equipment to see how to operate the layout. These visits are to be encouraged.

- A. A guest may attend up to 3 operating sessions to determine interest in the Association and potential compatibility. At the end of 3 sessions, or sooner if desired, the guest may ask to become a member of the Association. He/she fills out an application and pays the appropriate dues. This application will be presented to the Association during a scheduled business meeting, with the applicant present. The members present will then vote on accepting the applicant as a new member. If the applicant is rejected, the dues will be returned. The Association may do a background check.
- B. Family members as defined in the By-laws have the same usage rights as a full member. These rights do not include voting or election as an Association officer. Children must be accompanied by and actively supervised at all times by a family member.
- C. Family members aged 18 years old may apply for a full membership. They must have written approval from a parent or legal guardian. This adult must attend a business meeting to give permission for the young adult to join. The young adult will undergo a 90 day probationary period. During this period, no dues are due. The young adult member must be accompanied by and actively supervised at all times by an adult member. Arrangements must be made prior to using the Association layout for a volunteer full member to sponsor the young adult. If no one volunteers, the young adult will not be allowed to use the facilities at that time.
- D. Membership is open to any person who has an interest in Model Railroading or other related interests found congenial by Association members. Dues are set in the Standing Rules of the Association. The membership shall consist of those whose dues are paid up. Only dues paying full members in good standing have the right to vote.
- E. Types of membership
 1. Full Member: A Full Member is any adult paying dues. Dues are \$240 annually and may be paid \$60 quarterly
 2. Family member: A Family Member is any spouse and or child of a "Full Member". In the case of children of "Full Members" they will remain a "Family Member", regardless of age, as long as they still live at home with the "Full Member. Family members upon reaching age of 18 may apply for full membership if desired.
 3. Honorary Member: Person who has been granted honorary membership for reasons deemed appropriate by a vote of the Association membership. This is a non-voting membership.
 4. Non-Resident Member: A person whose primary place of residence is more than 75 miles from the principal place of business of the Association. Dues are \$120, payable annually.
- F. Voting Rights
 1. Full Members are eligible to vote on all matters brought before the membership for a vote, as long as their dues are not in arrears.
 2. Full Members are allowed to vote by signed absentee ballot on any decision or election, provided that the ballot is delivered to the presiding officer before the vote is taken. Proxy voting is not allowed. Voting privileges may be granted to an adult Family Member on a case by case decision by the executive committee.

3. Membership status may be suspended if dues fall 2 months in arrears, and may be revoked if dues fall 3 months in arrears.

Exceptions to 3. above may be granted by a majority vote of the Association Members present at a regular membership meeting. Requests for exception should be submitted to the Executive Committee in writing, stating reasons for delinquency, expected duration, and steps the Member is taking. The Executive Committee will either approve and bring to vote at regular meetings, or reject if they feel need is not justified.

4. Resignations should be submitted in writing to a member of the Executive Committee. No reimbursement for partial dues will be given. Members in suspended status will be placed on the inactive membership list until dues are made current.

Membership Type: _____ First Name: _____ MI: ___ Last: _____

Spouse: _____ Children: _____

Address: _____ City: _____ State: _____ Zip: _____

Prior Address: _____ Birth date: _____

Home Phone: _____ Cell phone: _____

Email addresses: _____

Driver's License State: _____ #: _____

Favorite Railroad: _____ Favorite type loco: _____

What do you like most about the hobby: _____

Signature: _____

Amount paid: _____ Date submitted: _____

Club officer submitted to: _____ Waiver signed?: Yes No

To the: **Oklahoma Model Rail Association & Museum (OMRA) and Melton Bldg. Real Estate Trust LLC and its members.**

Member or Applicant Name (please print):

Age: _____

In consideration for permitting the above-named person to participate in all OMRA activities and on Releasees properties, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

Assumption of Risk: The undersigned hereby acknowledge and agree that they understand the nature of the OMRA activities and work projects and that the Member is qualified and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with said activities and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Members participation in said activities.

Release and Waiver: The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Oklahoma Model Railroad Association & Museum, their officers and employees, or the Melton Bldg. Real Estate Trust LLC and its members (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Members participation in OMRA activities on and off OMRA and Melton Bldg. Real Estate Trust LLC property, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Members participation OMRA activities on or off ORMA and Melton Bldg Real Estate Trust LLC property, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Severability: The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oklahoma, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and

that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

Signature of Member or Applicant

Date

Signature of Parent/Guardian of Minor Date (if Member is under the age of 18)

Signature of Parent/Guardian of Minor Date (if Member is under the age of 18)