

The Club at PrairieStar

MEMBERSHIP AGREEMENT

The Club at PrairieStar, LLC consists of a fitness facility and swimming pool (the "Club") located in the PrairieStar Development in Berthoud, Colorado. The Club is designed to provide an inviting, fun and safe place for neighbors to exercise and enjoy the pool amenities as members of the Club. The undersigned ("Member"), desires to become a member of the Club, and agrees to the following terms and conditions:

1. MEMBERSHIP. Your Membership is a contractual privilege to the Club premises, facilities, and equipment during the Club's hours of operation. The membership dues and other charges payable by the members, the suspension and termination of members, and all other matters affecting or relating to your membership shall be under complete control of the Club. Your Membership may include the following:

- | | |
|---|---|
| a. Household Membership. Primary Member, plus 1 additional household adult, and all household dependents. | \$485.00 |
| b. Additional Members (five (5) person limit). Additional Members beyond the Household Membership can be added to include regular household guests (i.e. child care provider, grandparent, close friend or extended family member). An Additional Membership is transferable between household guests and can be used by any single household guest on days that are not designated "GUEST DAY". Each paid Additional Membership can only be used by one (1) household guest at any given time. "Adult" household guests (over the age of 18) must have a paid "Adult" Additional Membership. Children (18 and under) may use either an "Adult" or "Child" Additional Membership. Household guests are also referred to as "Additional Members". | \$150.00
(per adult)
\$60.00
(per child) |

Anyone using the Club is required to execute a Release and Waiver of Liability and Indemnity Agreement prior to their initial use of the Club. Your Membership is also subject to all persons using the Club under your Household Membership, Additional Membership or as a Guest on designated "GUEST DAY" complying with the Club Rules and Regulations.

2. PAYMENT OF MEMBERSHIP FEES. All payments to the Club are final and can be made by the following:

- a. Seasonal Payment.** A payment in the amount of \$485 plus the number of Additional Members.

3. TERM. All memberships of the Club are seasonal (when paid in full), and payments are due in advance. No refunds will apply. The Club season for 2019 is scheduled for May 24 to September 16.

4. MEMBERSHIP ACCESS. Member will be issued one access key fob per membership, which will entitle Member, household members and authorized Additional Members to enter the premises and enjoy the use and benefit of the facilities of the Club consisting of the clubhouse with exercise equipment and swimming pool (collectively, the "Facility"). Member agrees NOT to allow any other person(s) access to the Facility using Member's access fob. Guests must be accompanied by Member, household member or authorized Additional Member on "GUEST DAY". Member agrees to safeguard the access fob. Should Member violate any conditions of Membership Access, the membership may be revoked with no refund, and criminal prosecution may be

applicable. If lost or stolen a replacement fob fee is \$40. All access key fobs must be returned to Club Management at the end of the Club season.

5. MEMBERSHIP CANCELLATION BY CLUB. Under no circumstances will refunds of dues be made retroactively due to failure to use the Club facilities. Any member who, in the sole determination of the Club, is loud, offensive, uses profanity, is bothersome to other members/employees or behaves otherwise in an inappropriate or unbecoming manner or who is cited for infraction of the Club Rules and Regulations may be suspended or terminated from the Club. Violation of the Club Rules and Regulations by any Additional Members on your Membership may result in suspension or termination of your Membership and Member will be charged for any damage to the Club.

The Club reserves the right to terminate any membership for violation of the Club's Rules and Regulations of the Club by notice to you. Any removal or defacement of Club property or another member's property will result in immediate termination. If the Club cancels your membership by notice to you, you must immediately surrender your access fob. You will remain liable for all unpaid dues and other charges for periods prior to the termination date, including any damages caused. No refunds shall be made for membership dues except as specifically provided for in the agreement.

6. FACILITY AND HOURS OF OPERATION. The Club includes an unmanned fitness center and swimming pool that, with the exception of any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, has operating hours, 7 days a week during the season of:

Pool Hours: 5:00 am to 9:00 pm, subject to weather closures

Fitness Center Hours: 5:00 am to 11:00 pm

7. PERSONAL TRAINING (Includes classes, yoga, and weight training). The Club offers no personal training. Should Members wish to make arrangements for personal training with one of the other members who is a trainer, such arrangement shall be solely and exclusively between Member and the trainer. The Club is not a party to any arrangement between members of the Club for personal training. The Club shall not be liable in any way for results or lack of results obtained from any personal training arrangement activities between its members. All releases and waivers of liability as outlined in Section 8 herein apply to any and all fitness activities in which Member engages, regardless of any arrangement between members for personal training. Any introduction(s) by the Club of a member who is a personal trainer to Member shall not be considered by Member to be an endorsement of the trainer by the Club. No member of the Club who is a personal trainer shall represent himself or herself to be an employee or an affiliate of the Club in any way other than as a member of the Facility. No member may use the Club name or logo for any purpose.

8. RELEASE, WAIVER OF LIABILITY AND INDEMNITY. Member recognizes that there are hazards and risks connected with physical fitness training and swimming pools. These risks include, but are not limited to, drowning, broken bones, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Use of the swimming pool can result in severe injury and even death due to among other things drowning. Member does hereby completely assume the inherent risks associated with the use of Facility, premises or equipment provided by the Club. Member acknowledges that swimming, fitness and conditioning activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care an individual may take to avoid them. Member agrees to defend, indemnify and hold harmless the Club against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or

intentional action of Member and Additional Members under the same Membership. Member further agrees to release, waive, discharge, and covenant not to sue, and defend, indemnify and hold harmless the Club, its owners, officers, members, managers, employees, subcontractors, affiliates, volunteers, and agents ("Indemnified Parties") from claims, liabilities, suits, damages, costs and expenses (including without limitation reasonable attorney's fees and costs) resulting from damage to, loss of, or theft of personal property, claims resulting from use of Club, premises or equipment provided by any of the Indemnified Parties and resulting from personal injury (including death) from accidents or illness arising directly or indirectly from activities provided, directed, suggested, or planned by any of the Indemnified Parties. Member acknowledges that surveillance cameras are in use for the protection of the Facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes.

Member's Initials _____

9. PHYSICAL ACTIVITY READINESS. Member, on behalf of yourself and any Additional Members on your membership, represent that:

- a. you and any Additional Members are voluntarily engaging in physical exercise, are in good physical condition and have no disabilities, diseases, illnesses or other conditions that could prevent you or Additional Members from exercising and using the club without injuring yourself/themselves or impairing your/their health;
- b. you have consulted a licensed physician concerning an exercise program that will not expose you to risk of injury or impairment to your health; and
- c. your physician has approved your contemplated activities at the Club. You are relying solely on the advice of your/their licensed physicians regarding the ability to use the Club facilities.

10. RULES AND REGULATIONS. Member acknowledges receipt of the Club Rules and Regulations (the "Rules"). The Rules shall be considered a part of this Membership Agreement. Member acknowledges that the Club operates under rules and regulations established for the safety and protection of its members and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by the Club. Member is responsible for Additional Members and or guests adherence to the Club Rules. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole discretion of the Club. Member agrees to accept such reasonable change(s) as a condition of membership.

11. GUESTS. Guests are NOT PERMITTED in the Facility at any time EXCEPT GUEST DAY unless the household guest is using a paid Additional Membership. All Guests must sign and return in the designated on site box a Release and Waiver of Liability and Indemnity Agreement prior to their initial use of the Club. Any violation of this policy may result in immediate suspension or termination of Member's membership. If a guest is brought into the gym or swimming pool, the Member that allows such access shall indemnify and hold the Indemnified Parties harmless from and against any and all claims, damages, liabilities, including personal injury or death, caused by or in connection with guest's unauthorized access to the gym. Member acknowledges and agrees that this Section 11 is subject to change at any time at the Club's sole discretion.

Member's Initials _____

12. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

13. HEADINGS. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

14. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

15. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

16. GOVERNING LAW. This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Colorado.

17. FURTHER ASSURANCES. The parties agree to execute such further documents as may be necessary, proper or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

18. SUSPENSION AND TERMINATION. I understand that the Club may suspend or terminate my membership at any time, in its sole and absolute discretion, for non-payment of Membership Fees or for violation of any of the Club's policies and procedures, and that in so doing, the Club assumes no further liability to adhere to the terms of this Agreement.

19. ACCEPTANCE OF TERMS. As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update the Club of any change in my contact information (including address, telephone number or email address) or change in credit information.

I certify that I have read the foregoing Membership Agreement, and that by signing below, I acknowledge that I understand and agree to be bound by all of the terms and conditions hereof and specifically acknowledge that I have read and understand the RELEASE AND WAIVER OF LIABILITY SET FORTH IN SECTION 8. I further acknowledge that a fully executed copy of this Membership Agreement has been provided to me.

Member's Signature

Signature – The Club at PrairieStar, LLC

PRINT NAME

PRINT NAME

DATE

DATE

MEMBER RIGHT OF RESCISSION – MEMBER HAS THE RIGHT TO RESCIND AND TERMINATE THIS AGREEMENT WITHIN 3 DAYS OF EXECUTION OF THIS AGREEMENT BY MEMBER AND RECEIVE A FULL REFUND. MEMBER IS PROVIDED A COPY OF THIS AGREEMENT AT THE TIME OF EXECUTION. NOTICE OF RESCISSION MUST BE MADE BY MEMBER IN WRITING BY MAIL OR HAND DELIVERY TO THE CLUB AT PRAIRIESTAR, 2738 PINE STREET, BOULDER, COLORADO 802302 OR BY EMAIL TO: ryan@sarbaugh.com.