

MEMBERSHIP AGREEMENT

The undersigned (the "**Member**") shall maintain a (check as applicable) Resident Membership or Non-Resident Membership (hereinafter, the "**Membership**") in Epperson Club (the "**Club**") and hereby submits this Membership Agreement (together with all addenda attached hereto, collectively referred to herein as the "**Membership Agreement**") to Epperson Club, LLC, a Florida limited liability company (currently, the "**Club Owner**"). Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in that certain Membership Plan for Epperson Club (as amended, the "**Membership Plan**"). The undersigned requests that their name be placed on the Membership Roster as follows:

MEMBER INFORMATION

Mr. Mrs. Ms. Miss Dr.

Name of Member (Please Print): _____

Resident Membership or Non-Resident Membership

- The Member has previously paid or simultaneously upon execution will pay, a nonrefundable Initial Club Contribution in the amount of \$_____ AND/OR Resale Club Contribution in the amount of \$_____.

Resident Member:

Address: _____
 Street _____

 City State Zip

Non-Resident Member:

Address: _____
 Street _____

 City State Zip

Date of Birth _____ E-Mail Address* _____
 Home Telephone # (____) _____ Mobile Telephone # (____) _____

* Please provide the E-Mail address you would like to use for purposes of notices from the Club.

Familial Status: Single Married Partner Other _____
 Spouse/Partner Name: _____ Spouse/Partner Date of Birth: _____
 How many children residing with Member as Family Unit: _____

CHILDREN INFORMATION

	Name (First & Last)	Date of Birth	Male or Female
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

TERMS AND CONDITIONS

1. Membership Subject to Membership Plan and Club Plan. The undersigned acknowledges that the Club is a privately owned and operated club facility, which operates on a private basis on such terms as the Club Owner and/or Club Manager establishes from time to time. The Member hereby acknowledges receipt of the Membership Plan, the Club Plan, and the Club's Rules and Regulations currently in effect (the Membership Plan, Club Plan and Club Rules and Regulations together with this Membership Agreement are collectively referred to as the "**Membership Documents**"), and hereby agrees to abide by all of the respective terms and conditions of the Membership Documents, as same may be amended.

2. Disclosure and Release of Information. The Member hereby authorizes the Club Owner to send any and all notices, invoices, promotions, or other mailings regarding the Membership by electronic mail to the e-mail address provided in this Membership Agreement. The Member hereby acknowledges that the Club Owner and Club Manager are relying on the information provided by the Member in this Membership Agreement, and the Member hereby represents and warrants to the Club Owner and Club Manager that such information is accurate. The Member hereby agrees to promptly notify and inform Club Owner and Club Manager in the event any information provided by the Member in this Membership Agreement changes and/or is no longer accurate. The Member hereby acknowledges that the Club Owner or Club Manager may use photographs taken at the Club Property, including photos of the Member and other users at the Club and statements made by the Member for Club and/or community publications without any prior approval or consent of the Member.

3. Waiver and Indemnity. The Member acknowledges and agrees on behalf of himself or herself, and his or her Family, Lessees and Guests (as such terms are defined in the Club Plan) who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, or who engage in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Owner, either on or off the Club Facilities or Club Property, shall do so at his or her own risk, and hereby waive, satisfy and forever discharge the Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, the "**Club Indemnified Parties**") from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, including without limitation the use of any rental equipment provided by the Club or Club Owner or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Owner, either on or off the Club Facilities or Club Property, and shall defend, indemnify and hold harmless the Club Owner and each of the other Club Indemnified Parties from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the Member, its Family, Lessees and Guests. Should the Member, or his or her Family, Lessees or Guests file a legal action against the Club Owner or any of the Club Indemnified Parties for any claim, the Member shall be liable to each of the Club Owner and other Club Indemnified Parties for all costs and expenses incurred by it or them in the defense of such legal action, including reasonable attorneys' fees and paraprofessionals' fees (including fees acquired in connection with appellate proceedings). IN ADDITION AND WITHOUT ANY LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY ACKNOWLEDGES AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THE ASSUMPTION OF RISK AND WAIVER OF LIABILITY ATTACHED HERETO AS **ADDENDUM 1** AND THE MEMBER AND ITS FAMILY, LESSEES AND GUESTS SHALL EXECUTE (OR SUCH MEMBER, FAMILY MEMBER, LESSEES OR GUEST SHALL EXECUTE ON BEHALF OF ANY MINOR) SUCH ASSUMPTION OF RISK AND WAIVER OF LIABILITY PRIOR TO ANY ACCESS OR USE OF THE CLUB FACILITIES.

4. Use of Club Facilities at Own Risk. The Member understands that there are inherent risks associated with swimming and participation in water-related and other recreational activities, including

ADDENDUM 1

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

In consideration of the permission granted me to access, use and or otherwise avail myself of the Club Facilities, I the undersigned, on behalf of myself and any minor children listed below and in the Membership Agreement ("**Minors**") to which this Assumption of Risk and Waiver Of Liability (this "**Release**") is attached, hereby irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue the Club, the Club Owner, the Club Manager, any other legal entities related to the operation or ownership of the Club, and all respective partners, members, officers, directors, agents, contractors and employees (collectively, the "**Releasees**") from any and all liabilities, injuries, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from my or the Minors' presence at or use of the Club Facilities and/or Club Property, whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Releasees. This Release shall be binding upon my heirs, executors, administrators and assigns. Further, I hereby agree to release and discharge the Releasees from any and all liability for any loss or theft of, or damage to, any of my personal property within the facility.

I understand that my access to, use of, or participation at the Club Facilities and/or Club Property, and the various attractions offered within, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. My and the Minors' access to, use of, or participation at the Club Property, Club Facilities and the Club's attractions is completely voluntary, and I assume all risk associated therewith, including, without limitation, scrapes, lacerations, impact injuries, illness, infection, mental stress and anxiety, weather conditions, slips and falls, equipment failure, damage to property, drowning, disfigurement, death, and any other risks foreseeable or not foreseeable. I authorize the Releasees to call for medical care for myself or the Minors if, in the sole opinion of the Releasees, medical attention is prudent or needed and I hereby agree to pay all costs associated with such medical care. IN EXCHANGE FOR THE CLUB OWNER ALLOWING ME TO USE THE CLUB FACILITIES AND THE OPPORTUNITY TO PARTICIPATE IN ANY SERVICE, ACTIVITY, OR EVENT ASSOCIATED WITH THE CLUB, I AGREE THAT MYSELF, MY FAMILY MEMBERS, AND MY GUESTS, WAIVE AND FOREVER RELEASE THE RELEASEES FROM LIABILITY FOR ANY INCIDENTS, INJURIES OR OCCURRENCES WHICH MAY ARISE AS A RESULT OF MY USE OF THE CLUB FACILITIES AND RELATED PROPERTY OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE LAGOON, ROCK WALL, OBSTACLE COURSE, INFLATABLE EQUIPMENT OR MY PARTICIPATION IN ACTIVITIES ASSOCIATED WITH THE CLUB. IN OTHER WORDS, I ASSUME ALL THE RISKS AND ALL THE RESPONSIBILITY FOR MY OWN WELLBEING AND THE WELLBEING OF MY FAMILY AND GUESTS.

I agree to abide by all rules and instructions of the Club Owner and its personnel. By signing below, I acknowledge that I am aware of the risks related to the Club, Club Property and Club Facilities, and I have read and understand this Release and the Membership Agreement in its entirety, and I am releasing the Releasees from any and all liability, including negligence and losses due to the negligence of the Releasees, subject to Fla. Stat. § 744.301(3)(2018). In the event that any provision of this Release is held to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Release, which shall remain binding upon the undersigned.

I acknowledge I am signing this waiver voluntarily. I understand this document is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of the acts, omissions and negligence of the Releasees. This document is intended to and shall be construed so as to provide the broadest possible protection for the Releasees under law. I voluntarily sign my name in physical or digital form as evidence of my acceptance of all the provisions contained herein and my agreement to be bound by them. **I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY AND MY FAMILY'S RIGHT TO SUE. I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY DISPUTE RESOLUTION ARISING OUT OF THIS RELEASE.**

Name of Adult Participant	Signature	Date

[AGREEMENT FOR MINOR PARTICIPANT CONTINUED ON FOLLOWING PAGE]

AGREEMENT FOR MINOR PARTICIPANT

I, the above-signed participant, hereby agree that if while participating in any activities within the Club Facilities or Club Property, I observe any unusual hazard or condition, which I believes jeopardizes my personal safety or that of the Minor(s) or others, I will remove such Minor(s) from participation in the activities and/or use of the Club Facilities and immediately bring said hazard or condition to the attention of the Cub Owner and/or Club Manager. I further agree that I will explain to the Minor(s) that the risk of injury while participating in the activities and using the Club Facilities can be reduced by following the rules and through the use of common sense and good judgment.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Your signature below reflects your express assent to be bound to the terms of this Release for your minor child. Please carefully review each section again and ensure that you fully understand the implications of this Release. Your signature also represents your attestation to being the natural guardian of the minor child(ren) listed below, and possessing the legal authority to sign this agreement on their behalf.

Name of Minor Participant	Parent/Guardian's Signature on behalf of Minor	Date