

801 RIVERFRONT, LLC
MEMBERSHIP PAYMENT AGREEMENT AND LIABILITY WAIVER
 801 Riverfront Parkway, Chattanooga, Tennessee 37402
 (423)822-6800

BUYER'S NAME: _____ **BIRTH DATE:** _____
 (Please print name of Member or Member's Parent or Legal Guardian) (Must be over 18)
STREET: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
PHONE: _____ **EMAIL:** _____

Membership Type: <input checked="" type="checkbox"/> One (1) Year <input checked="" type="checkbox"/> Full Facility Year <input checked="" type="checkbox"/> Individual		
Primary Member: _____ (Please print name of Primary Member)	Membership Number: _____	

Start Membership (due at signing):	
Membership:	\$ 0.00
Tax:	\$ 0.00
Total due at signing:	\$ 0.00

Paid in Full Payment for Individual:	
Membership:	\$ 300.00
Tax:	\$ 27.75
Total due at Opening:	\$ 327.75

Monthly Payment for Individual:	
Membership:	\$ 25.00
Tax:	\$ 2.32
Monthly Total:	\$ 27.32

Please select one of the following payment options:

- Paid in Full**
 One time payment amount: \$ 327.75 Due Date of Payment: Once park opens
- Monthly Automated Payments (EFT)**
 Monthly withdrawal amount: \$ 27.32 Monthly automated withdrawal date: 10th day of each month

Membership Start Date: Opening day **Membership Expiration Date:** One year from opening date

Term membership is valid from starting date thru expiration date. **Buyer's Initials** _____

Credit Card	Bank Draft
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercharge <input type="checkbox"/> Discover Name on Card: (if different than buyer) _____ Credit Card Number: _____ Expiration Date: ____/____/____ CVV2: _____	Name of Bank: _____ Bank Routing Number (9 digits): _____ Account Number: _____ Name on Account: (if different than buyer) _____

I hereby authorize and request 801 Riverfront, LLC to effect payments in the amount indicated here, to 801 Riverfront, LLC as such amounts become due by initiating debit entries to my credit card or bank account named above, and I authorize and request the bank named here to accept any debt entries by 801 Riverfront, LLC to such account and to debit the same account without responsibility for the correctness thereof. I understand and agree that a service charge of \$35.00 will be assessed to all returned or dishonored drafts, checks, or Electronic Funds Transfers.

Cancellation Notice: Membership ceases on the morning of the 9th day of the month following the last payment. **Thirty (30) days written notice is required to stop automatic account withdrawals.** Notification by email (lurod@801riverfront.com), or US Mail, only; must include member name, membership number, and termination date. In order to be acknowledged, any email terminating a Membership must be accompanied a corresponding reply email from 801RIVERFRONT acknowledging receipt of Termination Email from Member. The Effective Date of the Termination via email shall be the date of the reply email from 801RIVERFRONT.

Buyer's Initials _____

Minimum commitment
Commitment date: _____ **Commitment amount:** \$ 327.75

Buyer agrees to make monthly payments until the commitment amount is paid. Once commitment amount is paid, membership and automatic withdrawal will continue until cancelled. (See cancellation notice requirement)

Buyer's Initials _____

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TERMS AND CONDITIONS

1. 801 Riverfront, LLC, a Tennessee limited liability company, and any of its employees, directors, officers, agents, representatives, or assigns (hereinafter referred to as "801RIVERFRONT") reserves the sole and absolute right and discretion to approve or reject any application for (or the renewal of any application for) Membership. 801RIVERFRONT decision in this respect shall be final and may be made for any reason or no reason whatsoever.
2. 801RIVERFRONT may at any time in its discretion and without prior notice, amend, supplement, vary or add to the rules, regulation, hours and days of operation, benefits, privileges, terms, conditions and use of the climbing and/or skating/cycling areas, weight and cardio areas, studios, parking, and other equipment and areas at 801 Riverfront (hereinafter the "Facility") as may from time to time be enjoyed by the primary member or his/her guest(s) (hereinafter "Member"). 801RIVERFRONT may do so by sending Member a notice, by posting a notice that can be viewed at the Facility, on the 801RIVERFRONT website (www.801RIVERFRONT.com) or by any other method reasonably designed to give notice to Members. Any such amendment or change which has been posted or otherwise made available to a Member as provided above shall take effect as stated whether or not the Member is aware of the amendment or change.
3. If Member does not agree to any material amendment or change or any rule, regulation, benefit, or privilege of use, member may terminate his/her Membership, by written notice, effective at the end of the month in which the amendment or change is made effective. 801RIVERFRONT will not be liable for any refund, compensation or any other claim in such circumstance and the terminating member, upon 801RIVERFRONT's receipt of his/her termination notice, shall immediately lose any and all privileges of membership at the Facility. By continuing to use the Facility after such material change or amendment has become effective, Member is deemed to have agreed to the amendment or change.
4. 801RIVERFRONT reserves the right, from time to time, to close the Facility and withdraw any right conferred on Member to use the Facility for purpose of renovation, re-organization, competitions, events, classes, or effecting a change in management. 801RIVERFRONT will endeavor to post or otherwise provide Member with information regarding any planned closure of the Facility prior to such closure.
5. 801RIVERFRONT is authorized by the Member to use, store, publish and/or transfer, as 801RIVERFRONT may consider necessary or desirable, the Member's personal information and/or image, for any and all purposes in connection with the Facility, including the use of photos and/or names online or in printed publications.
6. 801RIVERFRONT shall not be responsible for the safekeeping, loss, theft or damage of any Member's property or the property of any Guest brought into the Facility.
7. Any delay or failure by 801RIVERFRONT to exercise its rights and/or remedies under this Membership Payment Agreement and Liability Waiver ("Agreement") does not constitute a waiver of any of such right or remedy, nor shall any waiver by 801RIVERFRONT of its rights or remedies with respect to a particular breach of this Agreement (or otherwise), be deemed a waiver with respect to any subsequent breach hereof, even though such subsequent breach may be of the same or similar nature.
8. If any provision of this Agreement or the application of any such provision to any person or circumstance is held or determined to be illegal or invalid, the remainder of this Agreement, and the application of such provision (other than to the extent it is deemed invalid) will not be invalidated or affected hereby.
9. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Tennessee, without reference to principles governing choice or conflicts of laws. In addition, Member agrees and covenants not to sue or make claim against any above-mentioned parties, and that any action or claims relating in any way to this Agreement, the rights conferred hereby or the use of the Facility, including claims for personal injury or related loss must, at the sole and exclusive election of 801RIVERFRONT be resolved by arbitration (rather than through the courts) in Chattanooga, Tennessee according to the then prevailing rules and procedures of the American Arbitration Association ("AAA"), including the AAA's Optional Rules for Emergency Measures or Protection. The party prevailing in any such arbitration shall be entitled to recover its costs of arbitration including attorneys' fees. The arbitrator's award will be final and binding and judgment consistent therewith may be entered in any Tennessee court of competent jurisdiction.

TERMINATION OF MEMBERSHIP

10. Member has a 3-day period after the day on which this Agreement is executed to rescind this Agreement; Member who rescinds under this Section is entitled to a refund of any payments made less the value of services received or an early termination fee of \$50, whichever is greater.
11. 801RIVERFRONT reserves the right in its sole and absolute discretion to refuse entry, remove any Member including his/her Guest from the Facility, or to terminate the Membership of the Member for any reason (or no reason) whatsoever, including but not limited to any Member who in 801RIVERFRONT's opinion:
 - a. commits any criminal offence at the Facility;
 - b. displays unbecoming or uncivil behavior at the Facility or within the local community;
 - c. fails to observe or comply with any terms, conditions, rules or regulations of this Agreement and/or the Facility;
 - d. acts in any manner that is abusive or offensive to the employees, agents or contractors of 801RIVERFRONT or towards any other Member or Guest;
 - e. fails to pay all or part of any fees, expenses, charges or other amounts due to 801RIVERFRONT whether arising out of this Agreement or incurred upon any visit to the Facility or upon the use of any services;
 - f. disparages or represents the Facility in a negative manner or causes the creation of ill-will in the community toward the Facility; or

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g. is considered "high risk" by 801RIVERFRONT.

Any such termination, refusal of entry or determination by 801RIVERFRONT shall be in its sole and absolute discretion, and 801RIVERFRONT shall not be liable in any manner whatsoever for any cost or expense arising out of or incurred in connection with such removal.

12. In the event of any termination, Member shall not be entitled to any refund in whole or in part of any Fees paid as of the date of termination. 801RIVERFRONT shall, within 90 days of Termination, refund to any terminated Member all amounts paid by Member to 801RIVERFRONT for use of the Facility or services after the date of termination, less a set-off for any amounts due to 801RIVERFRONT hereunder. Payments applicable to partial months/year shall be prorated.
13. Should Member fail to pay any fees due hereunder by the due date therefore, 801RIVERFRONT at its option may declare the unpaid total of payments under this Agreement immediately due and payable without any demand or further notice. In the event of a default hereunder, 801RIVERFRONT shall be entitled to recover all actual and reasonable costs of collection, including, but not limited to: interest on unpaid fees, court costs and/or reasonable attorney's fees.
14. A Member's sole and exclusive remedy in the event of a breach of this Agreement by 801RIVERFRONT is cancellation of this Agreement, and the refund of any prepaid amounts, less any set-off to which 801RIVERFRONT is entitled. In no event shall 801RIVERFRONT be liable for incidental or consequential damages. The parties acknowledge and agree that the foregoing liquidated damages represent fair and reasonable consideration in the event of a breach of this Agreement by 801RIVERFRONT.
15. Upon the termination or expiration of the Membership, all rights and privileges of any Member shall cease with immediate effect, and the former member shall immediately return any property in its possession belonging to 801RIVERFRONT.
16. The termination or expiration of any Membership shall not affect 801RIVERFRONT's right to recover any monies due and owing, including but not limited to, any and all expenses, charges or fees imposed or incurred or occurring prior to and up to the date of termination or expiration. By executing this Agreement, the Member agrees that 801RIVERFRONT shall be entitled to collect from such former member any costs of collection of outstanding amounts, including court costs and reasonable attorney fees, and further agrees to indemnify and hold 801RIVERFRONT harmless from and against any such costs and/or expenses.

MEMBERSHIP RIGHTS AND DUTIES

17. Subject to the terms and conditions of this Agreement, any Rules & Regulation posted at the Facility (as the same may change from time to time), and in any other Agreement or instrument executed contemporaneously or in connection herewith, Member(s) will be entitled to access and usage of the climbing wall, training equipment, weights and cardiovascular equipment (if any), skating ramps, rails and areas, showers and locker room, and any other equipment and areas designated by 801RIVERFRONT for Member use, subject always to availability and the rules and regulations governing the use of the Facility. Membership privileges do not include use of equipment available for rental. The Member acknowledges that the indoor use of bicycles shall be permitted only during specified periods of time.
18. This Membership is not transferable, assignable, or cancelable unless expressly agreed in writing by 801RIVERFRONT.
19. In order to enjoy use of the Facility, Member will be required to produce identification at the reception counter at each visit. 801RIVERFRONT reserves the right to refuse entry, to withhold any services from, or to immediately remove any Member (or other person) who fails to produce a valid identification at any time during any visit to Facility.

USER TERMS AND CONDITIONS

20. 801RIVERFRONT shall not be responsible for the safekeeping, loss, theft or damage of any Member's property or the property of any Guest of Member that is brought into the Facility or brought to any activity hosted by 801RIVERFRONT.
21. Member shall comply with and observe all verbal and/or written direction and all other rules and regulations of 801RIVERFRONT, as the same may be amended and supplemented from time to time and shall assure that his/her Guest(s) complies with and observes the same.
22. Should Member or his/her Guest(s) damage or break any of 801RIVERFRONT's equipment or property, Member shall be liable for the cost of all necessary repairs and/or replacements to such equipment or property. Member agrees to immediately pay 801RIVERFRONT upon receipt of any invoice therefore.
23. In the event of an emergency, 801RIVERFRONT is authorized to notify the person(s) listed in Member's emergency contact information.

LIABILITY WAIVER

I, the undersigned, (Member) understand that roped climbing, bouldering, weight lifting, cardiovascular training, yoga, skateboarding (on the street, ramps, half-pipes, and all other surfaces) roller skating or inline skating (on the street, ramps, half-pipes, and all other surfaces), bicycling (and specifically BMX and/or stunt bicycling riding on the street, ramps, half-pipes, and all other surfaces) and other activities now available or that may become available at the Facility in their various forms, as well as preparation for participation in, coaching or spotting, volunteering, and all other aspects involved with these activities ("collectively referred to hereinafter as "Activities") are inherently dangerous activities involving many RISKS, DANGERS, AND HAZARDS. These risks, dangers and hazards include, but are not limited to, falling, collisions with objects, people or structures,

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being struck by other participants or objects, loose holds or other climbing equipment failure; skateboard, bicycle, in-line skating and/or roller skating equipment failures, the actions of other participants including negligence or inexperience of the Member's partner(s), overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events or circumstances. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURANCE to participants in the Activities. I know that the risk of SEVERE INJURY, temporary or permanent disability or disfigurement, loss of limbs and appendages and even DEATH exists in the participation of the Activities. I also understand that maintenance of the Facility and equipment, training, coaching, instruction, supervision, enforcement or lack thereof of any rules or regulations, route setting, ramp height and/or design or any added safety measures (hereinafter "Associated Activities") by 801RIVERFRONT, its subsidiaries, affiliates, officers, directors, employees, volunteers, agents, coaches, instructors, contractors, representatives, competition organizers and sponsors, and equipment providers do not and cannot guarantee my safety.

I (Member) hereby represent that I am fit and suffer from no adverse health condition or effect that would limit my ability to participate in any Activities offered by 801RIVERFRONT.

I (Member) hereby represent that any of my own equipment that I use at the Facility is safe and in no way shall 801RIVERFRONT be liable for any damages caused to myself or a third party for any failure of any such equipment.

I (Member) hereby represent that I have conducted a thorough visual inspection of the Facility and equipment I will be using and I am aware of any potential hazards associated with the Facility and/or such equipment. By signing this Agreement, I agree that I will perform a thorough inspection of any equipment I will be using at the Facility.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Activities and the Associated Activities, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT, OR EVEN FATAL INJURIES, even if I follow the instructions or advice of 801RIVERFRONT.

Member's Initials _____

RELEASE

In consideration of the foregoing and of 801RIVERFRONT's acceptance of my membership application or day use of the Facility, and in spite of the risk of severe or permanent injury or even death, the undersigned agrees as follows:

I (Member) hereby absolutely and unconditionally WAIVE AND RELEASE ANY AND ALL CLAIMS, DEMANDS AND/OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER THAT I OR ANY PERSON ACTING IN MY BEHALF (e.g., a guardian or conservator) MAY HAVE AGAINST 801RIVERFRONT, LLC, ITS AGENTS, EMPLOYEES, OWNERS, OFFICERS, OR CONTRACTORS AND ANY MANUFACTURERS OR DISTRIBUTORS OF EQUIPMENT USED, RENTED OR SOLD BY 801RIVERFRONT, RELATED IN ANY WAY TO THE ACTIVITIES OR THE ASSOCIATED ACTIVITIES. THIS WAIVER AND RELEASE INCLUDES BUT IS NOT LIMITED TO ANY SUCH CLAIMS OR CAUSES OF ACTION, present or future, related to injury or damage to Member, his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Member engaging in any Activities and from Associated Activities, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of 801RIVERFRONT.

Member agrees to hold harmless, defend and indemnify 801RIVERFRONT, LLC and its agents, contractors employees, officers or owners from and against any claim, demand or cause of action, present or future, whether now known or discovered in the future, related to injury or damage to Member, his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Member's participation in any Activities and from Associated Activities, due to any cause whatsoever including negligence and/or breach of express or implied warranty on the part of 801RIVERFRONT.

Member hereby RELIEVES 801RIVERFRONT OF ANY DUTY TO PROTECT MEMBER FROM HARM in connection with any Activities, Outside Activities or Associated Activities in which 801RIVERFRONT is involved in any way.

In the event Member does suffer any type of damages or injury, Member shall notify 801RIVERFRONT immediately of any such occurrence and, to the extent possible, of its cause.

Member authorizes 801RIVERFRONT to stabilize, obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of 801RIVERFRONT medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS 801RIVERFRONT, its agents, employees, owners, contractors or officers of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Member also authorizes disclosure of any protected medical information in the possession of 801RIVERFRONT that is necessary to provide, coordinate or manage a Member's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law. Member acknowledges that there is no licensed or professional medical personnel on staff at 801RIVERFRONT.

This Liability Waiver shall continue in effect in perpetuity so that each time Member or Member uses the Facility or participates in any Outside Activities from the date this waiver is signed forward he/she shall be bound by the terms and conditions herein.

If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected hereby.

This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Tennessee, without reference to principles governing choice or conflicts of laws. In addition, Member agrees and covenants not to sue or make claim against any above-mentioned parties, and that any action or claims relating in any way to this Agreement, the rights conferred hereby or the use of the Facility, including claims for personal injury or related loss must be resolved by arbitration in Chattanooga, Tennessee according to the then prevailing rules and procedures of the American Arbitration Association ("AAA"), including the AAA's Optional Rules for Emergency Measures or Protection. The party prevailing in any such arbitration shall be entitled to recover its costs of arbitration including attorneys' fees. The arbitrator's award will be final and binding and judgment consistent therewith may be entered in any Tennessee court of competent jurisdiction.

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I, MEMBER, UNDERSTAND AND ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND VOLUNTARILY AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED HEREIN, AND THAT BY SIGNING THIS AGREEMENT I LIMIT MY LEGAL RIGHTS WILLINGLY AND OF MY OWN VOLITION, FOR MY OWN USE AND BENEFIT, THE SUFFICIENCY OF WHICH IS FURTHER ACKNOWLEDGED TO BE ADEQUATE CONSIDERATION FOR THE WAIVER OF ANY RIGHTS AS SET FORTH HEREIN. HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

MEMBER'S SIGNATURE: _____ **DATE:** _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN REQUIRED FOR MEMBERS UNDER THE AGE OF 18

I, the undersigned, hereby represent and warrant that I am the legal guardian or conservator for the minor child Member named herein and that I am authorized by law to enter into this agreement for the purposes contained herein. As the parent or legal guardian of the minor child Member named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, Member, and any other parent or legal guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of Member, and the right of any other parent or guardian or person to maintain any claim or suit against 801RIVERFRONT arising out of Member's participation in any Activities or related in any way to the Associated Activities. I further agree to hold harmless, defend, and indemnify 801RIVERFRONT of and from any claims from third parties arising from or related to the minor child Members' participation in any Activities or Associated Activities. I further agree to indemnify and hold 801RIVERFRONT harmless from and against any loss, claim, demand, cause of action whatsoever arising out of or incurred in connection with their reliance on my assertion that I am the legal guardian of the Member, authorized by law, to execute this document for the purpose contained herein. By affixing my signature below I represent that I am duly authorized to enter into such an agreement and that I intend to give up my right, the right of Member, and the right of any other parent or guardian or person to maintain any claim or suit against 801RIVERFRONT arising out of or in connection with the Member's use of the Facility; including, but not limited to, participation in any activities at the Facility or sponsored by 801RIVERFRONT.

PARENT/GUARDIAN SIGNATURE MUST BE NOTARIZED IF NOT SIGNED BEFORE 801RIVERFRONT REPRESENTATIVE

GUARDIAN'S SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____
(please print legibly)

Before me, a Notary Public of said County and State, personally appeared *(print parent name)* _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the within named bargainer, Parent or Legal Guardian of *(print Member name)* _____ and that he/she as such Parent/Legal Guardian executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, this ____ day of _____, 20__.

Notary Public My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

EMERGENCY CONTACT:

In the event of an emergency, 801RIVERFRONT should (and is hereby authorized) to contact the following person(s) and to provide such person(s) with any information deemed relevant by 801RIVERFRONT.

(Print Name Above) _____

(Phone Number) _____

(Address) _____