

RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP

MACH 4 Solutions, LLC
dba: Carefree Boat Club
18020 Kings Point Drive, Cornelius NC
28031
704-557-0848

The Rights and Responsibilities herein apply to Members of the Carefree Boat Club (CLUB)

1) CLUB BOAT OPERATION: Only members listed in this agreement are allowed to operate CLUB vessels and must be at least 25 years of age.

Fees & Dues:

2) ACCOUNT: No Member will be allowed to use CLUB vessels unless the Member's account is current. This may include unpaid fuel bills, incurred service charges, repair invoices, finance payments, dues, etc. If account becomes past due, the CLUB may cancel reservations and boat usage until charges are paid in full. A \$50 late fee will be charged if more than 30 days late. Accounts past due more than 90 days are subject to Termination.

3) CREDIT CARD AUTHORIZATION: Members are required to have a current credit card on file and give CLUB authorization to debit credit card for fuel billings, damage/repairs deemed the responsibility of the member, service fees, dues and supplemental insurance payments if applicable.

4) RIGHTS OF OWNERSHIP: Member's rights are for the prepaid use of CLUB watercraft(s) only, and nothing contained in this Agreement is intended or shall be construed as creating any rights of ownership, legal or equitable, in any of the watercraft(s) or in CLUB, its stock, or assets.

5) NON-REFUNDABLE: All sums paid to CLUB by the MEMBER pursuant to this Agreement, whether by way of deposits, membership fees, installment payments, dues, or otherwise, are non-refundable and shall not be subject to claim for refund for any cause whatsoever.

6) ASSIGNMENT OF PROCEEDS: CLUB may assign its right to receive any deferred payment obligations or dues or any other sums which may be due or become due to CLUB pursuant to this Agreement. Upon written notice to Member of any such Agreement, all sums thereby assigned shall be payable directly to the assignee and at the address designated.

Boating Safety & Training:

7) SAFETY COURSE: Member(s) must possess a National Association of State Boating Law Administrators (NASBLA) approved Boating Safety Orientation Course certificate and successfully pass the CLUB's "On-the-water" Boat Handling training before using CLUB vessels. Specific boats may require additional training prior to operation.

8) CHECK-IN/OUT: Before and after boating, Member(s), with the assistance of the dock staff, must complete the "Check Out/Check-In" process which involves a visual inspection/inventory of the boat hull, prop, canvas, upholstery, and the onboard safety equipment.

9) WEATHER: Member is responsible to plan for inclement weather and monitoring forecasts throughout the boating time period. Member is further responsible to make decisions to seek shelter, come back early, or delay boat trip if the weather forecasted poses any danger to member, guest, or vessel. CLUB reserves the right to recall, limit, or shut down boating if weather poses any possible dangers. If the weather turns inclement while you are out, please return to the marina immediately, or to the nearest safe shelter, and notify CLUB of your position and situation. It will be the member's responsibility to return the vessel to the home port after the situation is remedied.

10) CANCELLATION: To maintain the safety of the members and the vessels, the CLUB reserves the right to restrict/cancel boating at any time due to weather and/or other conditions/reasons. If weather is inclement, or if small craft advisories have been posted, the member is encouraged to call before arrival to inquire about the status of boating.

11) TOWING: The CLUB will provide Tow coverage for the vessels during the club's normal operating hours for the purpose of mechanical breakdowns. Towing services will be provided through third-party operators only. Towing and on the water repair charges and expenses due to members' negligence will be the responsibility of the member. Member will be responsible for all towing charges incurred after the club's normal operating hours regardless of the circumstance. Towing coverage may be provided through TowBoat US at Members' cost. Towing charges will not be covered under the CLUB's insurance policy.

12) RENDERING ASSISTANCE: Member(s) may not use CLUB boats to tow another boat unless necessary to render assistance to a boater in trouble, otherwise permission from a CLUB agent is necessary.

13) LAW ENFORCEMENT: Any law enforcement violation by a Member involving a CLUB watercraft, including coast guard violations, including but not limited to BUI (Boating Under the Influence), reckless driving, wake zone speed violations, etc., may result in suspension or termination of membership. Member is responsible to law enforcement local and federal; all fines imposed is the sole responsibility of the member.

Boat Availability & Reservations:

14) AVAILABILITY: Member's selection of dates and watercraft will at all times be subject to availability and must be reserved by Member in accordance with CLUB Rules and Regulations. The CLUB reserves the right to substitute, alter, or cancel boats that are reserved or scheduled by Member. All CLUB Members will have equal rights to reserve and use watercraft. Scheduling will be handled by the CLUB on a first-come, first-serve basis.

15) RESNET: Member agrees to maintain a current subscription to RESNET online reservation system with Carefree Boat Club Network LLC. Reservations within the CLUB network primarily will be made using the RESNET online reservation system. If RESNET systems are not available or member is unable to access the system, members may call the dock staff Monday through Friday between the hours of 9:00 am and 5:00 pm to make reservations. The CLUB reserves the right to substitute, alter, or cancel boats that are reserved or scheduled by Member.

16) HOURS OF OPERATION: Normal boat usage hours are from 8:00 a.m. to 8:00 p.m. (or sunset, whichever comes first), Tuesday through Sunday. The Carefree Boat Club Charlotte clubs are seasonal clubs and will fully operate from April 1 through November 30, where during this period all CLUB boats will be available for Members' use. All boats with I/O motors will be winterized and not available for use from December 1 through March 31, but a number of boats with O/B motors will be available year-round, weather permitting. During this period, Members shall make reservations 24 hours in advance by calling or texting the dock lines, not through RESNET. Operating hours can be changed as needed at the discretion of the CLUB.

17) MEMBERSHIP BOAT USAGE PRIVILEGES: To make a reservation, the Member's account with the CLUB must be current, and Member must be in compliance with all Terms and Rights and Responsibilities of Membership. Members shall have unlimited yearly reservations. For a Premier Membership plan, CLUB Members may not have more than four (4) reservations booked at any given time, and only two (2) at any given time may be on a weekend or holiday. For a Leisure Membership plan, CLUB Members may not have more than four (4) reservations booked at any given time, and only one (1) at any given time may be on a weekend or holiday, with a maximum of 5 weekend or holiday reservations per year. For a Weekday Membership plan, CLUB Members may not have more than four (4) reservations booked at any given time, and zero (0) at any given time may be on a weekend or holiday, Monday afternoon through Friday morning. For reservation purposes, reservations may be scheduled between forty-eight (48) hours and six (6) months in advance. Failure to use Membership privileges shall not relieve Members of any liability for payments of any and all money due.

18) SPUR OF THE MOMENT PRIVILEGES: Member shall have unlimited use of CLUB watercraft on an as-available, same-day usage or next-day basis, except on days when the CLUB is closed (see Rule #16). This privilege is limited to weekdays only for Leisure and Weekday Only Membership plans. The Member may call or text the CLUB Dock Master on the morning of desired use to check availability. The CLUB Dock Master Contact numbers by location are available upon request and are also found in the New Member package. Waitlist additions are scheduled during this period.

19) DESIGNATION OF CLUB LOCATIONS: The CLUB will be the sole designator of Club locations and the specific locations of CLUB's watercraft. The CLUB retains the right to move/add/remove watercraft and/or CLUB location. If the CLUB is denied access to docking or storage or other privileges become unavailable for any reason at any specific watercraft location, The CLUB's only obligation is to provide an alternate facility as close as practical to the affected location.

20) TYPE OF WATERCRAFT: The CLUB intends to provide a variety of boat styles and types. The CLUB vessels range from 17 feet to 27 feet in length. The CLUB makes no representation of specific types of watercraft so long as each watercraft is seaworthy. The CLUB will not exceed an overall availability ratio of ten (10) active memberships per vessel, (active members are defined as members who have used watercraft in the past 28 days).

21) LOCATION CLOSURE: During periods of light boating, the CLUB may choose to keep designated clubs closed or work shorter hours of operation. If on a particular day, no boats are reserved at the CLUB, the dock-staff is often assigned to other off-site work. Therefore, if a Member wishes to take a boat on a "Spur of the Moment" basis, please call or text the Dock staff in advance to ensure availability.

22) PARTNER NETWORK USAGE: Members have access to boats at other Carefree Boat Club locations as a privilege of their subscription to RESNET. The CLUB makes no guarantee and establishes no specific privileges to boat usage at other locations. Regarding visiting Network locations, CLUB makes no specific representation of the type or condition of boats and will be held harmless of any incidents occurring at visited locations. Requests for reciprocal reservations must be made through RESNET. Network locations may have different and/or additional rules and regulations which Members are required to abide by when using reciprocity. Members are required to familiarize themselves with waterways at Carefree Boat Club locations prior to using reciprocity. Refueling procedures and marina rules may also differ from Members' home location.

Member Responsibilities & Codes of Conduct:

23) COMPLIANCE WITH LAWS AND ORDINANCES: Member shall comply with all applicable governmental laws, ordinances, orders, and regulations now in force or which may hereafter be in force insofar as they

pertain to the use and utilization of watercraft. Member shall also comply with all requirements of any insurance companies providing insurance for the CLUB and the Rights, Responsibilities, and/or Laws of any marina or other docking facility in which CLUB watercraft(s) are located. Member is solely responsible to contact the US Coast Guard, State and Local officials as required if an accident or incident occurs that results in injury property damage loss and or death.

24) **MEMBER CONDUCT:** Member is expected at all times when at CLUB locations, while using a CLUB watercraft, and/or communicating with CLUB employees, marina staff or members by any mode (in person, by telephone or through email) to display acceptable, proper, and courteous speech, behavior and/or conduct. At the sole discretion of the CLUB, failure to follow this conduct rule may result in Member being suspended or terminated.

25) **LATE PICKUP:** If Member is late and may arrive later than one-half hour from the scheduled time to pick up a boat, the Member must call or text CLUB dock line to notify the CLUB of such lateness. If a Member is more than one-half hour late, the boat reservation may be assigned to another Member.

26) **REFUELING BOATS:** As a courtesy, CLUB staff will refuel all boats and member will be billed current marina pump fuel costs plus a 3.5 percent processing fee.

27) **EXCESSIVE CANCELLATIONS / NO SHOWS:** Members are encouraged to reserve boats only on dates and times that they plan to utilize boats. If a reservation is made and the Member cannot boat, they are asked to cancel that reservation as far in advance as possible. If Member has an excessive number of cancellations or fails to show for a scheduled reservation without notifying the dock staff, Member's reservation privileges may be suspended, and Member may be charged \$100 per incident.

28) **TARDINESS:** It is the Member's responsibility to get fueled and return to the dock on time. Starting from the due return time, a fee of \$50.00 per every half hour of tardiness will be charged to the Member. Unforeseen circumstances will be taken into consideration providing the situation is communicated to the dockmaster.

29) **FISHING:** Fishing is permitted from any CLUB boat. Normal courtesy should be followed to turn in your boat free from any fishy odors, evidence of bait, or other signs of fishing activity that may offend subsequent Members using the boat that day. Care should be taken to ensure that no sharp implements such as knives or hooks damage the boat. Member will be charged to repair damage or to clean the boat of evidence of fishing.

30) **CLEANING:** If Member returns a CLUB watercraft in an excessively dirty condition, Member will be charged \$100.00 for cleaning. Fishing boats must have the deck cleaned of fish mess, and fish boxes and bait wells emptied & rinsed clean prior to returning to the dock. Trash bags are available on all boats for Members' use. The CLUB requests Members treat the vessels as if they were their own.

31) **PETS:** Member is responsible for the safety of pets brought aboard and for any damage or loss that may result from the pet being aboard, including a boat returned in an excessively dirty condition due to the pet. Members must be mindful of the number and size of dogs, pet hair and claws. The CLUB will be held harmless in any incident involving a pet.

32) **BEACHING / RAFTING:** At no time is a member permitted to operate a boat in less than 10 feet of water, including beaching a boat. Tying a CLUB boat to another boat (rafting) is strictly forbidden.

32) **DEFAULT:** Any of the following shall constitute events of default with respect to this Agreement:

(a) any failure by the Member to pay when due the full amount of any deferred payment under obligation, monthly or annual installment payment, service fees, repair costs, or other charge hereunder;

(b) the making by Member of any misrepresentation of fact, including misrepresentation by failure to disclose any material fact in any credit application or financial statement which may be given by Member to the CLUB in order to induce an extension of credit by the CLUB;

(c) any breach of any covenant or obligation on the part of the Member pursuant to this Agreement;

(d) the failure of Member to abide by and adhere to the Rights and Responsibilities of Membership or of the marina where CLUB watercraft(s) are docked, as now in effect or as hereafter published or amended or;

(e) the failure or inability of the Member, as demonstrated to CLUB in its sole judgment reasonably exercised, to operate the watercraft

1) in a safe, alert, and cautious manner,

2) exercising due caution to protect boat and engine from damage or if problems occur, from compounding the damage, and

3) within any operational requirements or limitations published by CLUB with regard thereto, or Member's use of CLUB's watercraft in any manner posing a nuisance upon the seas or a substantial risk of personal injury and/or property damage. No waiver or indulgence by

CLUB with respect to any given default shall constitute a waiver of CLUB rights with respect to any subsequent default or breach.

33) **REMEDIES ON DEFAULT:** The Member's privileges may be suspended at CLUB's sole and absolute discretion at any time without prior notice to Member pending CLUB's investigation and resolution of any alleged incident, violation of a Rule or Regulation or default. In addition, the Member may, at CLUB's sole and absolute discretion, be required to attend a meeting to discuss any alleged incident or violation where a warning requiring certain actions, prior to future boat usage, may result. Upon the occurrence of any event of the default and Member's failure to cure such default fully within fifteen (15) days after written notice by CLUB is personally delivered or mailed, US first class postage prepaid, to Member at Member's last known address, CLUB may at its option (a) in case of any or all monetary default, terminate the Member Agreement (Including all Member rights and privileges under these Additional Terms, Rules and Regulations or under any other Agreement between the Parties hereto) and declare any and all of any portion of the Membership

Initiation Fee and dues which shall have been financed, and any finance charges accruing thereon to the date of default, and all Membership Fees, insurance deductibles, and other charges that have been accrued, to be immediately due and payable; (b) in the case of non-monetary default, terminate the Member Agreement (including these Additional Terms, Rules and Regulations or any other Agreement between the Parties hereto) and all membership rights of Member thereunder; in which case CLUB shall be entitled to retain as liquidated damages and not as a penalty, all sums theretofore paid to CLUB by Member pursuant to the Member Agreement, these Additional Terms, Rules and Regulations or any other Agreement between the Parties hereto; it being recognized by Member that it may be impractical to determine actual damages resulting from Member's default, and determine fair compensation to CLUB; (c) CLUB shall have all legal and equitable remedies available in the event of any default, hold harmless, or indemnify, and shall take any such judicial action needed at the sole discretion of CLUB. Any dispute shall be referred to mediation and/or to binding arbitration at any time at CLUB's request. In the event of any legal proceedings brought by any party to construe or enforce the provisions of the Member Agreement or these Additional Terms, Rules and Regulations, the prevailing party shall be entitled to reasonable attorney's fees and costs. The venue of any and all such mediations, arbitrations and/or legal proceedings shall be exclusively in the city of Charlotte, NC irrespective of the residence elsewhere of any other party.

34) **SAFE BOATING:** The CLUB reserves the right to prohibit a Member from operating a boat if, at the sole discretion of an agent of CLUB, the Member appears to be in such condition as to not be able to operate the boat in a safe and prudent manner. At the sole discretion of the CLUB, if abuse of alcohol and/or drugs has taken place while the Member is in possession of CLUB vessels, punitive actions, including but not limited to those listed below, may be incurred by the Member:

- a) The Member may be required to attend a meeting to discuss the incident.
- b) The Member may be suspended or the Membership terminated.
- b) The Member may be subject to criminal charges and/or fines.

35) **CLUB'S RIGHT TO TERMINATE MEMBERSHIP:** At all times, the CLUB, at its sole discretion, reserves the right to suspend or terminate a Member's membership for a serious, and/or continuous, violation(s) of the Rights and Responsibilities herein, and/or if Member's account is not kept current.

36) **BUSINESS USE:** At no point shall any member charge passengers to ride on any CLUB vessels. No member shall advertise rides to the public. CLUB membership is solely meant for recreational use and shall not be used for the purpose of conducting business or for monetary gain.

Cancellation

37) **TRANSFERABILITY OF MEMBERSHIP:** A Membership and its privileges shall be transferable by Member to any other party 25 years old or over after expressing intent to transfer to the CLUB and requesting a "Transfer of Membership" package.

The following rules apply:

- After intent is given, the Member is responsible for identifying the transferee. The CLUB will not buy back memberships or participate directly in the reselling of memberships.
- The Member account must be in good standing and monthly dues paid to date
- The Member may advertise the membership time remaining, but NOT the asking price for the membership.
- A transfer fee of \$2500 must be paid to the CLUB.
- Bonus promotions or special circumstances are not transferable by the member
- Any sale of membership will require the buyer to sign current rights and responsibilities
- Memberships that are sold or transferred may not be sold a second time

38) **CANCELLATION OF MEMBERSHIP:** A Member may terminate their membership contract on each 12-month anniversary by paying an early termination fee of \$500 and notifying the CLUB in writing 30 days prior to termination. Early termination fee shall be waived on the first 12-month anniversary.

39) **MEMBER RELOCATION:** Membership is considered a contract with the individual CLUB location and membership is not transportable from one location to another nor does membership establish rights of usage or benefits at other locations.

Insurance & Liability Coverage:

40) **MEMBER'S RESPONSIBILITY FOR WATERCRAFT:** The Member shall be responsible for any loss or damage to CLUB watercraft and accessory equipment from the time that such watercraft and accessory equipment is furnished to the Member up to and including the time of its return to the CLUB. Member is responsible regardless of who was in actual physical custody and control at the time of the loss or damage. BEACHING boats and/or tying up to another boat (RAFTING) are NOT permitted at any time. The Member is responsible for completing the Check Out/In process at the dock with the assistance of the Dock Master. Any damage that occurs while in Member's possession will be noted and charged. However, some items, particularly damage to the engine (i.e., caused by entangling the prop in rope or fishing line, running the engine at high rpm after a problem occurs, etc.), may not be noticed at the check-in time and departure. However, if damage is discovered after check-in, and at the sole discretion of CLUB, and CLUB deems the Member to be responsible, the Member will be billed for all damage/costs incurred. At CLUB's sole discretion, Member may be denied boat usage until payment is received. If a loss is covered under CLUB's insurance policy Member's

liability may be limited to \$2500 for boats under 27 feet. Should damage or breakage occur while at a foreign port or while at sea, the Member is required to contact the CLUB and depending on the extent of the failure, the Member may be required to deliver the vessel to the nearest port and Member(s) will be responsible for their own transportation, food, shelter, etc. In addition, the CLUB may require the Member to attend a meeting to discuss the damage, and CLUB, at its sole discretion, may take any action deemed necessary, including suspension or termination of the Membership.

41) PERSONAL INJURY AND DAMAGE TO PROPERTY: Member recognizes that the operation of any watercraft is a specialized activity that requires training and experience and has both obvious and non-obvious dangers associated with it. Member acknowledges that many such dangers produce risk of injury to Member, Member's passengers, and the public in general regardless of the training and experience of the operator of the watercraft and regardless of the proper maintenance and condition of the watercraft. Accordingly, Member knowingly accepts sole and exclusive responsibility at all times for the safety of all persons and property on board the CLUB watercraft, including Member, Member's passengers, and the public in general. For purposes of personal injury claims, a Member may be treated as an additional insured on CLUB's Hull & Machinery and Protection & Indemnity policy and may be afforded the same coverage and protection afforded to CLUB under such an insurance policy.

42) WATERCRAFT MAINTENANCE: The CLUB will provide all regular and appropriate maintenance of its watercraft as is deemed necessary. The CLUB's response to repairs and maintenance is completed on a priority basis and is determined solely by the CLUB. The CLUB is not obligated to repair any watercraft determined to be beyond economical repair.

43) SMOKING: Smoking aboard CLUB watercraft is highly discouraged and is not permitted within any vessel cabins or in any of the CLUB offices. Any damage caused by smoking is the responsibility of the Member and will be treated as damage to the boat.

Liability Limitations:

44) LIMITATIONS ON WARRANTIES AND LIABILITY: THE CLUB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE INCLUDED IN THIS AGREEMENT. IN PARTICULAR, WITHOUT IN ANY MANNER LIMITING THE FOREGOING, THE CLUB MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITIES, CAPACITY, OR OTHER ATTRIBUTES OF ANY OF THE WATERCRAFT(S) THE USE OF WHICH WILL OR MAY BE FURNISHED TO MEMBER PURSUANT TO THIS AGREEMENT AND ANY SUCH REPRESENTATIONS OR WARRANTIES WHICH MAY BE MADE OR UPON WHICH MEMBER MAY RELY ARE EXCLUSIVELY THOSE OF THE MANUFACTURERS OF SAID EQUIPMENT. THE CLUB SHALL NOT BE RESPONSIBLE OR LIABLE AT ANY TIME FOR LOSS OR DAMAGE TO PERSONAL PROPERTY BROUGHT BY MEMBER, OR ANY OF MEMBER'S FAMILY, GUESTS, INVITEES, OR THIRD PARTY ABOARD CLUB WATERCRAFT USED BY MEMBER. THE CLUB SHALL NOT BE RESPONSIBLE OR LIABLE TO MEMBER FOR ANY DEFECT, LATENT OR OTHERWISE, IN ANY WATERCRAFT OR ANY EQUIPMENT, APPLIANCES, OR APPARATUS UTILIZED IN CONNECTION WITH SUCH WATERCRAFT, NOR SHALL THE CLUB BE RESPONSIBLE OR LIABLE FOR ANY INJURY OR DAMAGE CAUSED BY OR RESULTING FROM ANY DEFECT, ACT, OR OMISSION IN THE CONSTRUCTION, MAINTENANCE, OPERATION, OR USE OF ANY WATERCRAFT, OR ANY EQUIPMENT, FIXTURES, APPLIANCES OR APPARATUS UTILIZED IN CONNECTION WITH SUCH WATERCRAFT.

45) EXCUSE FROM PERFORMANCE FORCE MAJEURE: The CLUB shall be excused from performance or any delays in performance hereunder, due to fire, flood, earthquakes, hurricane, acts of God, unavailability of materials, equipment or fuel, war, act of terrorism, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor disputes, epidemic, lack of or failure of fork-lift or transportation facilities, mechanical breakdowns, any law, order, proclamation, regulation or ordinance of any government or subdivision thereof, or for any other cause whether similar or dissimilar to those enumerated, beyond the reasonable control and without the fault or negligence of the CLUB.

46) BINDING EFFECT: ENTIRE AGREEMENT: MODIFICATIONS: If any provision of this Agreement shall be invalid, the remainder of the Agreement shall not be affected thereby. This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors, and permitted assigns, and shall be governed by Virginia Law. This Agreement contains the entire understanding or writings, which are merged herein and extinguished. This Agreement may only be amended or modified by written instrument signed by the CLUB and all parties designated herein as Member, except that Rights and Responsibilities may be changed from time to time as set forth in Rule #50.

47) MARINA: Member agrees to abide by all agreements between CLUB locations' landlords. Member will also abide by all CLUB marinas', Member visited marinas', and/or other CLUB locations', rules, and regulations.

48) ARBITRATION OF DISPUTES: The parties to this Agreement specifically agree that any dispute (whether contract, tort, statutory or otherwise) arising under or relating in any way to (i) the rules and regulations and Membership agreement of CLUB, (ii) Member's membership in CLUB, (iii) Member's use of any watercraft in connection with Member's membership or (iv) any other dealings between Member and CLUB, including but not limited to any claims for money damages or for personal injury or wrongful death shall be submitted to binding arbitration in the city of Charlotte, NC in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator. The arbitrator shall be selected by mutual agreement of CLUB and Member within twenty (20) days following the initiation of arbitration hereunder, or, absent such agreement, by appointment by the American Arbitration Association. The arbitration proceedings shall be

governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and the award rendered by the arbitrator shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. Each party shall have discovery rights as provided by the Federal Rules of Civil Procedure within the limits imposed by the arbitrator; provided, however, that all such discovery shall be commenced and concluded within ninety (90) days of the selection or appointment of the arbitrator. It is the intent of the parties that any arbitration shall be concluded as quickly as reasonably practicable. Unless the parties otherwise agree, once commenced, the hearing on the disputed matters shall be held four (4) days a week until concluded, with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. unless otherwise agreed. The arbitrator shall use all reasonable efforts to issue the final award or awards within a period of five (5) business days after closure of the proceedings. Failure of the arbitrator to meet the time limits of this Section shall not be a basis for challenging the award. The arbitrator shall instruct the non-prevailing party to pay all costs of the proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party. If the arbitrator determines that there is not a prevailing party, each party shall be instructed to bear its own costs and to share equally the fees and expenses of the arbitrator.

49) Jury Trial: It is the intent of the parties that any dispute of any kind whatsoever between the parties to this agreement shall be settled and finally determined in arbitration before the American Arbitration Association ("AAA") in accordance with section 19. HOWEVER, IN THE EVENT IT IS DETERMINED THAT A DISPUTE BETWEEN THE PARTIES IS TO BE DETERMINED IN A COURT OF LAW, THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ARISING OR RELATING IN ANY WAY TO MEMBERSHIP IN CLUB

50) RIGHTS AND RESPONSIBILITIES: Member agrees to abide by the Rights and Responsibilities promulgated and from time to time modified by the CLUB. Changes in Rights and Responsibilities shall become effective upon adoption by the CLUB. A copy of the revised Rights and Responsibilities may be provided to the Member as well as available at each CLUB location.

51) MEMBER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD CLUB, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND CBCN OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY CLAIMS, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COST AND EXPENSES OF LITIGATION) FOR INJURY OR LOSS OF ANY SORT INCLUDING BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS OF ANY

KIND OR NATURE WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PATENT OR LATENT ARISING FROM OR RELATING TO THE USE OR OPERATION OF AN CLUB WATERCRAFT. THIS RELEASE AND INDEMNIFICATION OF THE CLUB, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL EXTEND TO ANY INJURY OCCASIONED WHOLLY OR IN PART BY ANY ACT OR OMISSION OF THE CLUB, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

52) WAIVER OF LIABILITY AND HOLD HARMLESS: In consideration of being permitted to be present at the facilities and being provided with the opportunity to participate in any way in Boating (which includes but is not limited to operating, being on or any other activity involving watercraft or related property) with Carefree Boat Club ("Activity") I ("Member"), for myself and for my personal representatives, executors, administrators, assigns, heirs, next of kin, passengers and family members (collectively, the "Participants"):

- acknowledge that the operation of any watercraft (whether or not underway) is a specialized activity that requires training and experience and has both obvious and non-obvious dangers associated with it. Member acknowledges that many such dangers produce risk of injury to Member, Member's passengers, and the public in general regardless of numerous factors including, but not limited to, the training and experience of any of the people on the watercraft, the overall weather and water conditions and the level of maintenance and condition of the watercraft. Accordingly, Member knowingly accepts sole and exclusive responsibility at all times for the safety of all persons, including but not limited to Member, Member's passengers, and the public in general, and all property affected by the Activity and by Carefree Boat Club's property.

(a) fully understand that: boating involves extreme risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these Risks and dangers may be caused by many factors including, but not limited to, my own actions or inactions, the actions or inactions of others, whether or not participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "Releasees" named below; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for liability, claims, demands, causes of action, losses, costs, and damages incurred by me and/or the Participants as a result of my and/or their participation;

- accept the property of Carefree Boat Club and the premises utilized in the Activity for use "as is", without any warranties expressed or implied; and

- hereby release, discharge, and covenant not to sue Carefree Boat Club, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises or property on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, costs, demands, causes of action, losses, or damages, known or unknown, whether or not caused or alleged to be caused in whole or in part by the negligence of the Releasees, including, but not limited to, negligent rescue operations, and I further agree that if, despite this waiver of liability and hold harmless agreement, I, or anyone on my behalf, or any of the Participants or anyone on any of their behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim or otherwise arising from the Activity.

- have carefully read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, agreed to its terms, and signed it freely and without inducement or assurance of any nature. I am not relying upon any oral or written representations other than what is set forth herein to sign this agreement. I intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

53) MINOR RELEASE: I verify that I am the parent and/or legal guardian of a minor that I have authority to enter into this agreement and release on behalf of the minor, and that I understand the nature of boating activities and understand that boating activities involve extreme risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"), and it is my desire on the minor's behalf that the minor be permitted to participate in the activity referred to above. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees (as defined above) from all liability, claims, costs, demands, losses, causes of action, or damages on the minor's account whether or not caused or alleged to be caused in whole or in part by the negligence of any of the Releasees, including but not limited to the negligent rescue operation, and further agree that if despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save, and hold harmless each of the Releasees from any demand, cause of action, loss, liability, damage, claim, or cost any may incur as the result of any such claim.