



MEMBERSHIP AGREEMENT

This Membership Agreement is between Moonlight Spa, LLC, manager of the Moonlight Basin Gold Club (hereinafter Gold Club), and the person(s) who has/have applied for and purchased Membership and/or any persons for which the applicant has applied for and purchased Membership (hereinafter “Member” or “I”). Gold Club and Member agree that the term of this Agreement is for _____, beginning on _____ and ending on _____.

MEMBER: means each Person listed on the respective Gold Club Membership Application. The “Member” means each Member, and when a Member is under age 18, it includes such Members’ parent or legal guardian signing on behalf of himself/herself and on behalf of the minor Member. The Member, acting on behalf of him or herself, or as the parent or guardian of a minor child, hereby voluntarily requests to participate, or to have my minor child participate in a Moonlight Basin Gold Club Membership (hereinafter “Membership” or “activity”).

MEMBERSHIP: Means the privileges of using facilities located in the Gold Club and the Moonlight Spa, which may include use of “Gold Club” lockers, exercise equipment, pool, hot tub, pool locker rooms, sanctuary and spa locker rooms (hereinafter “facilities”). A Gold Club membership identification card will be issued to each Member; this membership and membership identification is non-transferable, non-refundable and revocable. All Members shall adhere to the terms and conditions of the Membership Agreement. Member acknowledges that at the time of signing this Agreement, the facility is operational and open for use. It is expressly agreed and understood that the Members shall neither individually nor collectively have any voting rights or other proprietary rights or interest in the properties, assets, premises or its facilities or operation of the Gold Club.

GUEST(S): means any Person who, by way of a good standing Member, is allowed certain membership privileges. Benefits of a Gold Club Membership may include discounted day long and weeklong spa & fitness guest passes. Guests’ use of facilities is limited to the exercise equipment, hot tub, pool and pool locker rooms. Guests must have Member coordinate with Moonlight Spa for guest membership and payment of guest membership is due prior to access. Guest Membership is subject to the terms and conditions of this agreement and all policies, rules and regulations of the Gold Club. It is the responsibility of the Gold Club Member to advise each of their Guests of the terms and conditions of the Membership Agreement. Guests are required to fill out and sign an “Assumption of Risk, Waiver and Release” before engaging in any Gold Club activity.

MEMBER'S RESPONSIBILITY FOR USE OF THE GOLD CLUB: In all events, Member and all guests should consult with a personal physician before use of the Gold Club's services and facilities. Member understands and acknowledges that Moonlight Spa personnel have no expertise in, nor responsibility for diagnosing, examining, or treating any medical condition. Member agrees that he/she shall not use the facilities with any medical condition including open cuts, abrasions, sores, infections, maladies, or inability to maintain personal hygiene, if such condition poses a direct threat to the health and safety of Member or others, and agrees to use the facilities in accordance with all applicable public health requirements. It is the responsibility of the Member to consult with a personal physician to determine if any of these medical conditions exist and, if so, whether such condition is a direct threat to the health and safety of Member or others. Moonlight Gold Club reserves the right to make final determination with respect to Member's use of facilities for any condition described herein.

MEMBER'S OBLIGATIONS: Other than in the Cancellation Clause described herein, Member shall not be relieved of the obligation to make payment in accordance with this Membership, and a deduction or allowance from any payment shall not be made by reason of the absence or withdrawal of Member for the facilities or by reason of Member's failure to use the facilities. Members promise to pay the fee(s) and ensure that the Member is aware of and follows the rules, regulations and policies of the Gold Club and the terms of this contract. The Member is entitled to use the Gold Club subject to the terms of this agreement. Member confirms that statements made in this agreement are true and complete. Member acknowledges that the number of Members using the facilities at any time may fluctuate and may result in delays. Facilities may be improved or changed including expanding or opening new facilities, alternating days on which certain Members may use certain facilities or closing facilities that are no longer adequate. Any and all facilities, equipment, locations, hours, services, regulations and policies are subject to change at the discretion of Moonlight Spa.

CANCELLATION/TERMINATION CLAUSE: in the event the Gold Club closes, the Gold Club will refund to Members, a prorated portion of Membership cost, based on the time remaining on the Membership Agreement. Cancellation/Termination by Member must be submitted in writing Moonlight Spa and all Membership cards and keys must be returned within 10 days of cancellation/termination. The Membership Agreement and associated fees are non-refundable. The resigning member shall remain liable for any unpaid fees including collection costs.

I HAVE READ, UNDERSTAND AND ACCEPT THE CANCELLATION CLAUSE. _____
(Initial here)

HOURS: The hours of operation shall be posted on the premises. Hours and days of operation shall be subject to change at the sole discretion of Moonlight Spa, LLC.

GOLD CLUB ACCESS: All members and guests upon entering the Moonlight Spa will be required to check-in with a Spa employee. Check-in includes supplying the current method of identification (identification method may vary from time to time). Unauthorized use of

Membership of facilities may subject user and/or Member to revocation of membership without refund and/or civil and/or criminal penalties.

GOLD CLUB LOCKER ROOM KEY DEPOSIT & RETURN: Two keys are supplied with each locker in the Gold Club Locker Room. A fifty dollar deposit payment is required prior to allocation of a locker. In the event any assigned key is lost, stolen or not turned in at the end of the annual membership term, the Gold Club shall retain the deposit.

PERSONAL PROPERTY: It is the sole responsibility of the Member to securely store their personal property in their locker(s). Moonlight Spa accepts no liability for loss or theft of any property belonging to a member or guest. When the term of this Agreement expires, and if the Membership is not renewed, personal property must be removed from the locker(s) immediately. If the personal property is not removed within 10 days of the expiration of the Membership, Moonlight Spa shall have the right to remove and take ownership of all personal property.

LOST IDENTIFICATION CARDS: In the event a Gold Club Membership photo identification cards is lost, Member will be charged \$15.00 per replacement. It is the sole discretion of Moonlight Spa to determine if a new picture is required.

LOST & FOUND: Lost and found personal property that is turned into the Moonlight Spa front desk may be kept for retrieval. Moonlight Spa accepts no liability for loss or theft of any property belonging to a member or guest.

MAINTENANCE OF FACILITIES: The facilities may be temporarily closed for periods of up to two weeks each season for maintenance purposes. Should the facilities be unavailable for Members use at any other time, due to damage by fire, act of God, catastrophe, accident, or any other reason, the Membership term will be extended for a period equal to the time of such unavailability.

CLEANLINESS AND CONDUCT: Suitable, presentable, and clean clothing in good repair is to be worn by Member at Member's own expense. In the exercise area, such would include gym shorts and t-shirt or sweat suits for men and shorts, tank, and sweat suits for women, together with clean sneakers and socks. No sandals or open shoes are allowed in exercise area. No gym bags are allowed in the exercise area. In the pool and hot tub, bathing suits in good repair are to be worn at all times. Glass containers and alcoholic beverages are not allowed anywhere. Smoking is not allowed in any area of the Gold Club. Members should conduct themselves in such manner that will prevent the facility from being damaged, its cleanliness diminished; in any way interfere with the calm atmosphere and attitude of promoting health in the facilities. Children under the age of 16 must be under adult supervision at all times. Children under the age of 16 are not allowed on the fitness equipment, in the sanctuary or in the spa locker rooms (unless receiving a Spa treatment). Children under the age of 5 years old are not allowed in the hot tub or sauna at any time. Negative attitude, threats, fights, or disruptive conduct will not

be tolerated. It is in the sole discretion of Moonlight Spa to determine appropriate cleanliness and conduct and to remediate any circumstance.

VIOLATIONS: Failure by Members to comply with this agreement or any rule or regulation shall be cause for revocation of Membership without notice and without any right of refund.

ASSUMPTION OF RISK, WAIVER & RELEASE: On behalf of myself and/or my minor children, I agree that if I engage in any physical exercise or activity or use any club facility on the premises; I do so at my own risk. I am aware that all stresses and hazards associated with activity in the Gold Club cannot be foreseen and may include, but are not limited to increased and decreased heart beat, cardiovascular stress, exhaustion, overheating, slipping, falling, drowning, or other complication from use of parking area & walkways, exercise equipment, pool, hot tub, sauna, and locker rooms in the Gold Club and from participation in any activity, procedure, class program or instruction. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, illness, damage or loss to myself and/or my property that might result, including, without limitation, any loss or theft of any personal property.

ON BEHALF OF MYSELF AND/OR MY MINOR CHILDREN, I HEREBY ACKNOWLEDGE AND ACCEPT WITHOUT RESERVATION ALL RISKS ASSOCIATED WITH THE ACTIVITY, INCLUDING THOSE DESCRIBED ABOVE, AND THOSE KNOWN, UNKNOWN, INHERENT OR OTHERWISE. IN ADDITION, TO THE FULLEST EXTENT ALLOWED BY LAW, THE MEMBER, IN EXCHANGE FOR PERMISSION TO PARTICIPATE IN GOLD CLUB ACTIVITIES, DOES FOREVER RELEASE, DISCHARGE, HOLD HARMLESS AND INDEMNIFY MOONLIGHT SPA, LLC, THEIR EMPLOYEES, MOONLIGHT BASIN RANCH LIMITED PARTNERSHIP, AND THEIR AFFILIATED OR PARENT COMPANIES, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, LENDERS AND INSURANCE CARRIERS (THE RELEASED PARTIES) FROM ANY AND ALL CLAIMS OF LIABILITY OR ENTRIES OF ACTION FOR DAMAGE, ECONOMIC LOSS, PERSONAL INJURY OR DEATH TO MYSELF, MY MINOR CHILD(REN) RESULTING FROM THE RISKS DESCRIBED HEREIN, REGARDLESS OF WHETHER SUCH RISKS RESULT FROM THE BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, OR NEGLIGENCE OF THE RELEASED PARTIES. THE MEMBER, ON BEHALF OF MYSELF AND MY MINOR CHILD(REN), FURTHER AGREE TO INDEMNIFY AND DEFEND EACH RELEASED PARTY FROM ANY AND ALL CLAIMS OF THE MEMBER OR ANY THIRD PARTY ARISING IN WHOLE OR PART FROM PARTICIPATION IN THE ACTIVITY. THE MEMBER FURTHER AGREES TO PAY ALL COSTS OR ATTORNEY FEES OF ANY RELEASED PARTY.

THE MEMBER REPRESENT THAT THE MEMBER IS ABLE TO PARTICIPATE IN THE RIGORS OF THE ACTIVITY. THE MEMBER ACKNOWLEDGES THAT MOONLIGHT SPA DOES NOT PROVIDE HEALTH INSURANCE COVERAGE FOR ACTIVITY PARTICIPANTS. THE MEMBER AUTHORIZES ANY RELEASED PARTY AND/OR THEIR AUTHORIZED PERSONNEL TO 1) CALL FOR OR AUTHORIZE A LICENSED PHYSICIAN OR QUALIFIED MEDICAL SERVICE PROVIDER TO PROVIDE MEDICAL CARE FOR THE PARTICIPANT; 2) TO TRANSPORT THE PARTICIPANT TO A MEDICAL FACILITY OR HOSPITAL IF, IN THE OPINION OF SUCH PERSONNEL, MEDICAL ATTENTION IS NEEDED. THE MEMBER AGREES THAT UPON THE PARTICIPANT'S TRANSPORT TO ANY SUCH MEDICAL FACILITY OR HOSPITAL THE RELEASED PARTY SHALL NOT HAVE ANY RESPONSIBILITY FOR

THE PARTICIPANT. FURTHER, THE MEMBER AGREES TO PAY ALL COSTS ASSOCIATED WITH SUCH MEDICAL CARE AND RELATED TRANSPORTATION PROVIDED FOR THE PARTICIPANT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTY FOR ANY COSTS INCURRED THEREIN, OR ANY CLAIM ARISING THEREFROM.

THE MEMBER AGREES THAT ALL CLAIMS FOR INJURY, DEATH OR OTHERWISE, REGARDING ANY ALLEGED INCIDENT SHALL BE GOVERNED BY MONTANA LAW AND EXCLUSIVE JURISDICTION FOR ANY SUCH CLAIMS SHALL BE IN STATE DISTRICT COURT IN THE COUNTY WHERE THE INCIDENT OCCURRED, OR IN A FEDERAL DISTRICT COURT IN MONTANA.

THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY. IF ANY PART OF THIS AGREEMENT IS DEEMED TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. THIS RELEASE SHALL BE BINDING UPON THE ASSIGNS, SUBROGORS, SUCCESSORS, HEIRS, NEXTOF KIN, EXECUTORS AND PERSONAL REPRESENTATIVES OF THE MEMBER. I UNDERSTAND THIS AGREEMENT MAY IMPACT MY LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER COMPENSATION FOR ALLEGED DAMAGES.

I HAVE READ, UNDERSTAND AND ACCEPT THE ASSUMPTION OF RISK, WAIVER & RELEASE CLAUSE. _____

(Initial here)

I HAVE READ, UNDERSTAND AND ACCEPT THE MEMBERSHIP AGREEMENT

SIGNATURE MEMBER/ PARENT/ LEGAL GUARDIAN

DATE

SIGNATURE MEMBER/ PARENT/ LEGAL GUARDIAN

DATE

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