

## PICKLR MEMBERSHIP AGREEMENT

This Membership Agreement (the “**Contract**” or “**Agreement**”) is a legally binding contract between you (“**You**” or “**Member**”), as a member, and the Picklr Club. This Agreement, among other things, governs your access to and use of the pickleball facilities, coaches and events at the Picklr facility located at the Picklr Club.

In consideration of, and as an inducement and condition to, the Picklr Club for which you have requested a membership allowing you to become a Picklr Club member, and participate in certain programs, tournaments, leagues, events and activities conducted or organized by or through the Picklr Club, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree to these Membership Standard Terms and Conditions (these “**Terms**”).

1. Use of Pickleball Facilities and Services. You agree and understand that you will use the Picklr Club facilities and services in a manner that complies with the applicable laws of the location where you are using them and for personal non-commercial uses in compliance with the rules and regulation of the Picklr facilities you are using.
2. Code of Conduct. Member will sign the current Picklr Code of Conduct Agreement when signing this Agreement.
3. Certain Membership Terms. Membership Plans are either a month-to-month membership (the “**Month-to-Month Plan**”), or an annual membership (the “**Annual Plan**”). Memberships may be cancelled in accordance with Section 5 of these Terms. Memberships are non-transferable, and prices are subject to change.

Picklr Club Memberships (Annual and Month-to-Month) include the following:

- 4 guest passes per month
  - Guest passes cannot be used for tournament play
  - Member must be present with their guest
- Members can bring the same guest once per quarter
- Members can be the lead on 1 reservation at a time (to be reserved up to 7 days ahead of time)\*
- Receive 4 clinic passes per month
- Unlimited Picklr Leagues
- Unlimited Competitive Play
- Unlimited Tournaments
- Access to every Picklr
- Register and participate in Picklr-hosted competitive events at their DUPR skill level.
- Register and participate in Picklr-hosted Open Plays.
- Register and participate in Picklr-hosted tournaments at their DUPR skill level
- Access to demo paddles
- Add-On (for an additional fee) includes:
  - Access to the Wingfield
  - Access to the Erne Ball Machine

4. Start Date; Renewal. The term of your Picklr membership Plan begins on the date of the purchase of your membership Plan. Or, if the Picklr Club for which you are purchasing a membership plan, is not yet open the date that that Picklr Club opens for business (the “**Start Date**”) and continues for a period of thirty (30) days for the Month-to-Month Plan or for a period

of three hundred and sixty four (364) days for the Annual Plan. Thereafter your Plan membership will AUTOMATICALLY RENEW AND CONTINUE ON A MONTHLY BASIS for the Month-to-Month Plan, and ON AN ANNUAL BASIS for the Annual Plan, IN ACCORDANCE WITH THE AUTOMATIC RENEWAL TERMS SET FORTH IN SECTION 5 BELOW, UNTIL YOU EXPRESSLY CANCEL IT, OR UNTIL WE TERMINATE IT.

5. Automatic Renewal Terms And Cancellation. You agree that your Membership will have an initial term of either one-month for the Month-to-Month Plan and will then automatically renew for successive one-month terms; or a one-year term for the Annual Plan. Each Plan will automatically renew for successive terms equal in length to your Plan's initial term until it is cancelled or terminated.

(a) Month-to-Month Plan Membership: you may cancel your Month-to-Month Plan membership within forty-eight (48) hours after the Start Date and you agree that the initial term of your Plan will start on the Start Date. You agree that, on the date of each automatic renewal, the then-current membership price, plus any then-applicable taxes, fees, and charges, will be charged to your payment method on file. You understand that, if you do not want your Month-to-Month membership to renew, you must cancel/terminate it at least thirty (30) days before the next automatic renewal date. You understand that you may cancel or terminate your Month-to-Month Plan membership for any reason.

(b) Annual Plan Membership: you may cancel your Annual Plan membership, within the first forty-eight (48) hours after the Start Date. Your prepaid Annual Plan shall NOT be terminable after the first forty-eight (48) hours after the Start date of the Annual Plan. You understand that, if you do not want your membership to renew, you must cancel/terminate it at least thirty (30) days before the next automatic renewal date.

(c) Picklr reserves the right to cancel, suspend, or revoke a membership or deny Picklr Club admission to any Member at any time for any reason. Cancellation/Termination, suspension, or revocation of Picklr Club privileges under a membership Plan due to your violation of Picklr Club policies or rules.

6. Additional, Agreements And Covenants. You represent, or acknowledge and agree (as the case may be), that:

a. you will maintain an active credit card, debit card, or ACH authorized for payments ("**Payment Method**") under your membership Plan;

b. you have the authority to bind each individual and each individual's membership Plan added to your Payment Method to this Agreement;

c. all individuals and membership Plans added and paid for under your Payment Method will be regarded as active members and membership Plans until you cancel each membership, in accordance with the cancellation terms described in Section 5 above.

d. you will promptly notify Picklr Club of any change in your Payment Method information;

e. you are an authorized user of the Payment Method used to purchase this membership, and you will not dispute the scheduled transactions with your bank or credit card company so long as the amounts charged are in accordance with the terms and conditions of this Agreement;

f. you understand that the Payment Method will also be used for any additional charges and purchases made from Picklr Club (e.g. food and beverages, apparel, pro shop products, services and clinics);

g. you understand that the Picklr Club will not charge you a fee for authorizing recurring payments, but that your financial institution may charge you a fee for accepting and processing electronic debit transactions;

h. in the event the credit card provided is declined, you grant Picklr Club the permission to re-submit the card for payment; and

i. you understand that you have the right to cancel this Agreement using the procedure described in Section 5 above within forty-eight (48) hours of the date of commencement of your membership Plan described above to receive a full refund of any pre-paid, but unused fees. Refunds will be processed within thirty (30) Operating Days of receipt of the cancellation notice by Picklr Club.

7. Duration of Membership. All memberships are either on a Month-to-Month Plan or an Annual Plan from the Start Date. As provided in Section 5 above, Picklr Club will continue to charge you, until you cancel your membership in accordance with the cancellation procedure specified in Section 5 above, or unless Picklr terminates this Agreement, at its sole option. *Subject to the provisions contained herein, payments are nonrefundable and there are no refunds or credits for partially used periods.*

8. Eligibility and Conditions. Each Member must sign a RELEASE, ASSUMPTION OF RISK, PERMISSION AND INDEMNITY AGREEMENT ("**Release and Indemnity Agreement**") on file with the Picklr Club.

9. Termination. Picklr Club reserves the right to cancel, suspend or revoke any membership or deny Picklr Club admission to any Member at any time for any reason. Cancellation, suspension, or revocation of Picklr Club privileges under a membership Plan due to your violation of Picklr Club's policies or rules, may, at Picklr Club's sole discretion, result in you being barred from visiting any other Picklr without any refund of prepaid fees.

10. Address Change. You must promptly report to Picklr Club in writing a change in your address. Changes can be made **only** by updating your information at the Picklr Club or by phone.

11. Certain Limits and Restrictions. Your Plan cannot be combined with any other offers, deals, discounts, or promotions. Use of the Picklr Club's pickleball courts are subject to reservations, and walk-in use of the pickleball courts may be limited or restricted by the Picklr Club where you purchased your Plan. Membership does not guarantee use of a pickleball court, and Members may have to wait an indeterminate period to use a pickleball court. Unless otherwise expressly specified, membership does not include private events (including birthday or other parties, team or league events and parties, corporate events, group events) or events that require separate admission. Membership does not guarantee admission, especially during high attendance or other closure periods. Memberships are nonrefundable, nontransferable and remain the property of Picklr. Additionally, memberships may not be used for commercial purposes.

12. Changes. Picklr Club reserves the right in its sole discretion to modify or update this Agreement and/or change, alter, or discontinue the Plan, the list of participating Clubs, Picklr Club services, entertainment or attractions, operating hours, and any reward or special status Plans at any time and without notice to members beyond updating this Agreement. If we make changes, we will attempt to provide reasonable notice of such changes, such as by sending an email notification or posting an announcement on our website or the website of the Club that issued your membership Plan.

13. Taxes. A membership Plan, as well as any prize or gift provided to a Member, may be taxable, depending on the value of the item and the applicable federal, state, and local tax laws. Members are solely responsible for payment of any applicable taxes and any applicable tax reporting obligations.

14. You Accept the Services "As Is." Membership, Plan, and all prizes, merchandise, sweepstakes, contests, products, or services provided through the Plan are provided and must be accepted on an "as is" and "as available" basis without warranties of any kind.

15. Statute of Limitations. By participating in the Plan, you waive all rights to bring any claim or action related to your participation in the Plan in any forum beyond one year after the first occurrence of the act, event, condition, or omission upon which the claim or action is based.

16. Governing Law. This Agreement is governed by the laws of the State of the Picklr Club from which you purchased your membership Plan is located, without regard to the conflicts of laws rules of any jurisdiction. Any dispute, claim or cause of action arising out of or concerning the interpretation or effect of this Agreement and/or your participation in the Plan, except where prohibited, shall be resolved individually, without resort to any form of class action. You agree to the personal jurisdiction, subject matter jurisdiction, and venue of these courts.

17. Severability. If any provision of this Agreement is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

18. No Waiver. Any waiver by Picklr Club of a breach by you of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach by you of any other provision of this Agreement. Failure by Picklr Club to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver or deprive Picklr Club of the right to insist upon strict adherence to that provision or any other provision of this Agreement.

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Member Name

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Date