

THE FORT CARD ROOM



Private Social Club Membership Agreement

This membership agreement ("Agreement") sets forth the terms and conditions under which The Fort Card Room and its related legal entities ("THE FORT CARD ROOM") grant the privileges and rights of private social club membership to the undersigned member ("Member"/ "You").

- Membership Eligibility:** Members must be at least 21 years of age. The Fort Card Room, in its sole discretion, reserves the right to accept or reject applicants for membership and to terminate the membership of any member. Members are considered probationary for 30 days from the initial establishment of membership. The Fort Card Room management and/or membership committees review probationary memberships on a monthly basis for permanent approval.
- Dues and Fees and other payments:** Memberships are available in daily, monthly, and annual durations. The prices for these durations may vary. Pricing information is available at The Fort Card Room. Expired memberships are not recognized; if at any point in time one's membership has expired, it must be renewed and paid in full to restore access to The Fort Card Room. Other usage fees may be charged from time to time for various amenities and activities at The Fort Card Room. Pricing for these other usage fees is available at The Fort Card Room. The Fort Card Room does not provide member house accounts, charge accounts, or the like. All membership fees and usage fees must be paid in full by cash, credit card or debit card at the point of sale.
- Membership Rights and Privileges:** Membership grants access to The Fort Card Room's facilities and the right to partake in activities and amenities such as game play and televised events and social events. Membership does not convey any financial interest in The Fort Card Room; The Fort Card Room is a fee-based membership social club, not an equity membership.
- The Fort Card Room Rules:** Member agrees at all times to abide by The Fort Card Room rules as posted on property.
- Representations:** Member represents and warrants his/her application for membership is made in good faith. Member represents and warrants he/she shall not disclose information obtained at The Fort Card Room regarding other members including their identities, likenesses, addresses, or any other identifying information. Member warrants that they are relying on their own judgment plus the judgment of their advisors in entering into this agreement. The Fort Card Room does not provide advice, legal or otherwise, to prospective members related to this Agreement.
- Release of Liability, Waiver, and Indemnification:** In consideration of becoming a member, member voluntarily accepts full responsibility for the risk of injury or loss from participation in The Fort Card Room activities. Member further agrees that parties to The Fort Card Room including management, staff, contractors, plus their successors and assigns will not be liable for any personal, bodily, or mental injury, disability, death, economic loss, or any other damage to the member, their spouse or domestic partner, children, heirs, or other relatives resulting from negligence, recklessness, or omission, without limitation. Accordingly, to the fullest extent of the law, member forever releases, waives, and discharges parties to The Fort Card Room, their successors and assigns, from any and all such claims. Member may indemnify The Fort Card Room and its parties for any costs, losses, damages, and attorneys' fees which may be incurred in any claim or legal proceeding brought by member or on member's behalf. Member and The Fort Card Room agree that any award for breach of this agreement is specifically limited to actual damages and that neither party may seek or recover indirect, special, incidental, or consequential damages.
- Consents:** Member consents to The Fort Card Room performing public records and criminal background checks at their discretion. Member consents to a model release as photos, videos, and audio of members may be captured in The Fort Card Room and may be used for Marketing purposes.
- Jurisdiction:** Member and The Fort Card Room agree that this agreement is governed in accordance with the law of the State of Texas. Any dispute, controversy, or claim arising from this agreement shall be brought in a court of competent jurisdiction in Parker County, Texas.
- Contact Information:** Member hereby grants The Fort Card Room "opt-in" permission to send email and SMS updates regarding events, policies, and other information. Member may unsubscribe at any time via opt-out links in the emails and SMS messages.

Member Name: _____ Member Signature: _____

Member ZIP Code of Residence: _____ Member Email: _____

Date Signed: _____ Member Phone: _____

How did you hear about us? _____ Staff Initials: _____

COVID-19, CORONAVIRUS, SARS-COV-2 WAIVER OF LIABILITY

I hereby acknowledge the Covid-19, Coronavirus, SARS-CoV-2 pandemic (hereinafter "Covid-19") and any mutation thereof. I understand that the virus is highly contagious and that individuals carrying the virus may exhibit no symptoms, making detection of carriers impossible. I hereby consent to participating in activities at The Fort Card Room (hereinafter the "Facility"). This consent applies to my visit as well as the visit of anyone accompanying me to the Facility. I further accept my responsibility to guard against the spread of Covid-19 at the facility and I waive, covenant not to sue and forever release, The Fort Card Room, affiliated and partner companies, property owners, staff, contractors, and subcontractors from all liability and for any and all damages and injuries suffered by me or my family as a result of contracting Covid-19.

Further, I hereby warrant and represent that I do not have any of the following symptoms:
Fever above 99 degrees Fahrenheit

- Cough
- Sore throat
- Shortness of breath
- Any other symptom associated with Covid-19 or any mutation thereof

Neither I, nor anyone residing with me has been to any foreign country in the past thirty (30) days.

I have not come into close contact with anyone confirmed with having Covid-19 or any mutation thereof in the past fifteen (15) days.

I will immediately notify The Fort Card Room if I learn that I have come in close contact with anyone confirmed with having Covid-19 or any mutation thereof.

Name: (Please Print)

Signature:

Date: