

EAGLE SWING GOLF PERFORMANCE STUDIO

MEMBERSHIP AGREEMENT, TERMS AND CONDITIONS

Eagle Swing LLC
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1. MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") sets forth the terms and conditions of membership at Eagle Swing Golf Performance Studio ("Eagle Swing"), operated by Eagle Swing LLC.

By signing this Agreement, the Member acknowledges that the Member has read, understands, and agrees to the terms, conditions, policies, assumption of risk, and waiver and release provisions contained in this Agreement.

This Agreement remains in effect throughout the Member's membership unless terminated in accordance with its terms.

2. MEMBERSHIP OPTIONS AND PRICING

MONTH-TO-MONTH MEMBERSHIP

November through May: \$250 per month, plus applicable taxes.

June through October: \$150 per month, plus applicable taxes.

Membership automatically continues from month to month until canceled in accordance with this Agreement.

ANNUAL PACKAGE

The Annual Package is \$2,250 plus applicable taxes for 12 consecutive months. The Annual Package provides additional booking privileges described below.

WINTER PACKAGE

The Winter Package covers November through May and costs \$1,662.50 plus applicable taxes.

SUMMER PACKAGE

The Summer Package covers June through October and costs \$712.50 plus applicable taxes.

Annual, Winter, and Summer Packages are discounted prepaid memberships. Package discounts are conditioned upon completion of the applicable membership term.

3. MEMBERSHIP AVAILABILITY

Eagle Swing is designed as a private golf performance facility with a limited membership.

Eagle Swing currently intends to limit active memberships to approximately 35 memberships in order to maintain reasonable facility availability and the private nature of the Studio.

Eagle Swing reserves the right to establish, modify, or maintain membership limits and waiting lists as reasonably necessary for operation of the facility. Membership availability following cancellation is not guaranteed.

4. FACILITY ACCESS

Eagle Swing is generally available to Members 24 hours per day, 7 days per week, 365 days per year, subject to scheduled maintenance, repairs, remodeling, emergencies, equipment servicing, private events, circumstances beyond Eagle Swing's reasonable control, or other temporary closures deemed necessary by Eagle Swing.

The facility includes two private golf simulator bays, an exercise/fitness room, hallways and common areas, a restroom, entrance and access areas, and other associated Eagle Swing premises and amenities.

Members must use the reservation system before using a simulator bay.

5. RESERVATIONS AND BOOKING PRIVILEGES

Except for Annual Package Members, a Member may have a maximum of three (3) active reserved bay-hours at any one time. Once a reserved bay-hour has been completed or canceled, another future bay-hour may be

reserved.

Annual Package Members may have a maximum of four (4) active reserved bay-hours at any one time and may reserve both simulator bays simultaneously, subject to availability. Each reserved bay counts independently toward the four-hour limit. For example, reserving Bay 1 and Bay 2 from 6:00 PM to 7:00 PM constitutes two reserved bay-hours.

Members may not reserve simulator time on behalf of another person. The Member who made the reservation must be present during the reservation. Members may not use another Member's reservation, access credentials, or membership privileges.

6. CANCELLATION OF MONTH-TO-MONTH MEMBERSHIP

A Month-to-Month Member may cancel future membership at any time. Membership fees already paid for the current monthly membership period are nonrefundable and will not be prorated.

The Member may continue using Eagle Swing through the end of the membership period already paid for. Membership will then terminate, and no additional monthly membership dues will be charged.

7. EARLY TERMINATION OF PREPAID PACKAGES

Annual, Winter, and Summer Packages are offered at discounted rates in exchange for the Member's commitment to the applicable package term. If a Member cancels a prepaid Package before completing the full Package term, the Member forfeits the Package discount.

All membership months used through the effective date of cancellation will be recalculated using the applicable Month-to-Month Membership rate: November-May: \$250 per month; June-October: \$150 per month.

The recalculated amount will be deducted from the amount previously paid for the Package. Any remaining unused balance will be refunded to the Member. If the recalculated Month-to-Month charges exceed the amount previously paid, the Member is responsible for the difference.

This provision is intended to place a Member who terminates a discounted Package early in the same financial position the Member would have occupied had the Member originally purchased Month-to-Month Membership for the months actually used.

Membership freezes are not offered.

8. GUESTS

Members may bring guests, family members, or friends during the Member's properly reserved simulator time without an additional guest fee.

The Member must be present for the entire time the Member's guests are using the facility. Members may not provide facility access to guests and then leave the premises.

The Member assumes responsibility for the conduct of the Member's guests and for damage caused by the Member or the Member's guests. Each guest must comply with applicable Eagle Swing rules and any required liability waiver.

9. ACCESS CREDENTIALS AND BUILDING SECURITY

Membership and facility access are personal to the Member. Members may not share access codes, electronic credentials, keys, key fobs, or other means of facility access with another person, and may not permit unauthorized individuals to enter the facility.

Members are responsible for ensuring that exterior doors and other secured access points properly close and secure after entering or leaving the facility. If a door, lock, or security system does not operate properly, the Member should promptly notify Eagle Swing.

Members may access only areas authorized for Member use and may use simulator bays only in accordance with their reservations.

10. VIDEO SURVEILLANCE

For security, safety, facility protection, and enforcement of membership rules, Eagle Swing utilizes video surveillance 24 hours per day, 7 days per week.

Video surveillance may be present throughout the interior and exterior of the facility, including entrances, hallways, common areas, exercise areas, and golf simulator bays. There is no video surveillance within the restroom.

Members acknowledge the presence and use of the surveillance system and are responsible for informing their guests that video surveillance is in use.

11. RCT GOLF BALLS AND GOLF EQUIPMENT

Eagle Swing provides high-quality RCT golf balls at no additional charge for use within the facility. All Eagle Swing golf balls remain the property of Eagle Swing and must remain on the premises.

Members and guests must return facility golf balls to their designated location following use. Members and guests should not hit golf balls that are damaged, cracked, significantly scuffed, cut, or otherwise likely to damage an impact screen.

Golf balls containing substances or materials that could transfer to or damage an impact screen should not be used.

12. COMPLIMENTARY DRINKS AND SNACKS

Eagle Swing may provide complimentary drinks and snacks for Members and their guests as a courtesy. Members are expected to use these amenities reasonably and courteously and to take only quantities reasonably intended for consumption during their visit.

Members are responsible for their guests' use of these amenities. Complimentary food and beverages are an amenity and are not a guaranteed membership benefit. Eagle Swing may change, limit, substitute, or discontinue complimentary amenities at its discretion.

13. EXERCISE AND FITNESS ROOM

Members and their guests may use the Eagle Swing exercise and fitness room subject to posted rules and equipment instructions. Use of fitness and exercise equipment is voluntary.

Members and guests are expected to use equipment only for its intended purpose; follow posted instructions; use reasonable care; inspect equipment before use and discontinue use if it appears damaged or unsafe; return weights, equipment, bands, mats, and other items to their appropriate locations; wear appropriate clothing and footwear; and avoid conduct that creates an unreasonable risk to themselves or others.

Members are responsible for the conduct and supervision of their guests while using the exercise room.

14. SAFETY

Members and guests must follow all posted facility rules and reasonable safety instructions. Only the golfer taking a shot should be in the immediate hitting area. Other persons should remain safely behind the golfer and outside the swing area.

Before swinging, golfers are responsible for confirming that people and objects are clear of the club's path. Golf balls should be directed toward the simulator screen. Throwing golf balls or intentionally striking balls in an unsafe direction is prohibited.

Members and guests may not tamper with computers, TrackMan equipment, projectors, televisions, cameras, hitting screens, electrical equipment, access-control equipment, security systems, or other facility equipment. Children must be appropriately supervised.

15. DAMAGE TO FACILITY OR EQUIPMENT

Members are financially responsible for damage caused by the Member or the Member's guests through intentional acts, misuse, negligence, careless conduct, or failure to follow facility rules.

This includes damage to TrackMan equipment, simulator screens, projectors, televisions, monitors, computers, cameras, walls, ceilings, lighting, furniture, exercise equipment, doors, locks, cabinetry, flooring, and other Eagle

Swing property.

Eagle Swing may charge the Member's payment method on file for documented damage for which the Member is responsible, to the extent permitted by applicable law and the Member's payment authorization.

16. PAYMENT AUTHORIZATION

Members are responsible for membership dues, applicable taxes, and other authorized charges arising under this Agreement.

By providing a payment method, the Member authorizes Eagle Swing or its payment processor to charge applicable recurring membership dues and other authorized amounts under this Agreement.

If a recurring payment cannot be processed, Eagle Swing may temporarily suspend facility access until the account is brought current. Repeated failure to make required payments may result in termination of membership.

17. ASSUMPTION OF RISK

Members understand that participation in golf, exercise, strength training, fitness activities, and use of a golf simulator and related equipment involve inherent risks.

These risks may include, among other things, being struck by a golf ball or golf club, slips and falls, strains, sprains, muscle or joint injuries, exercise-related injuries, equipment-related injuries, and injuries resulting from the actions of other persons.

The Member voluntarily chooses to participate in these activities and accepts the inherent risks associated with them. The Member is responsible for determining whether the Member is physically capable of participating in any activity or using any equipment.

18. WAIVER AND RELEASE

To the fullest extent permitted by applicable law, the Member acknowledges that use of Eagle Swing facilities and participation in golf, simulator, exercise, fitness, and related activities is voluntary and undertaken at the Member's own risk.

The Member agrees to release Eagle Swing LLC, Eagle Swing Golf Performance Studio, and their owners, officers, employees, agents, and representatives from claims arising from the inherent risks of such activities and use of the facility, except to the extent a claim cannot lawfully be waived or released.

This section is intended to apply to the golf simulator bays, exercise and fitness room, hallways and common areas, entrance and access areas, parking/access areas, equipment, amenities, and other portions of the premises.

19. PERSONAL PROPERTY

Members and guests are responsible for their personal belongings. Eagle Swing is not responsible for lost, stolen, misplaced, or damaged personal property except to the extent liability cannot legally be excluded. Members should not leave valuable property unattended.

20. MEMBER CONDUCT

Members and guests must conduct themselves in a safe, respectful, and appropriate manner.

Fighting, threatening behavior, intentional property damage, theft, harassment, dangerous conduct, tampering with equipment or security systems, or substantial interference with another Member's use of the facility may result in immediate suspension or termination.

Members are responsible for leaving simulator bays, exercise areas, and common areas in reasonably clean and orderly condition.

21. RESERVATION COURTESY AND NO-SHOWS

Members should promptly cancel simulator reservations they do not intend to use so that the time becomes available to other Members. There is no monetary no-show fee.

Repeated reservation abuse, including repeatedly reserving simulator time and failing to use or cancel it, may result in restrictions on booking privileges, suspension, or termination of membership.

22. SUSPENSION OR TERMINATION BY EAGLE SWING

Eagle Swing may suspend or terminate a Membership for material or repeated violations of this Agreement, failure to pay amounts owed, unsafe conduct, abuse of reservation privileges, unauthorized facility access, intentional or negligent damage, theft, sharing access credentials, or other substantial violations of facility rules.

Upon termination, Member access credentials may be immediately deactivated. Termination does not relieve the Member of responsibility for unpaid amounts or damage for which the Member is responsible.

23. CHANGES TO FACILITY, POLICIES AND MEMBERSHIP FEES

Eagle Swing may reasonably modify facility rules, operating procedures, equipment, amenities, reservation procedures, or hours of operation.

Eagle Swing may also modify membership fees upon advance notice to affected Members. A change in future membership pricing will not retroactively alter the price of a prepaid Annual, Winter, or Summer Package during its existing term.

24. TEMPORARY CLOSURES

Eagle Swing may temporarily close all or a portion of the facility when reasonably necessary for maintenance, repairs, remodeling, equipment installation or servicing, safety concerns, emergencies, utility interruptions, severe weather, or circumstances beyond Eagle Swing's reasonable control.

A temporary closure does not automatically constitute cancellation of a Membership or Package.

25. RULES AND REGULATIONS

Members and guests must comply with this Agreement and reasonable rules posted within the facility or communicated to Members.

Eagle Swing may reasonably modify facility rules from time to time for safety, security, facility protection, Member experience, or operational purposes. Material or repeated violations may result in suspension or termination of membership.

26. NON-TRANSFERABILITY

Memberships are personal and may not be sold, transferred, assigned, shared, or used by another individual.

Members may not charge another person for use of their membership or reserve simulator time for another person when the Member will not be present.

27. MEMBERS UNDER 18

A Member under 18 must have a parent or legal guardian execute the appropriate membership and liability documentation. Eagle Swing may establish additional supervision requirements for minors using simulator or exercise equipment.

28. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Idaho, subject to applicable federal law.

29. ENTIRE AGREEMENT

This Agreement, together with applicable membership selections and incorporated facility policies, constitutes the agreement between the Member and Eagle Swing regarding the Member's membership.

If any provision is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the extent permitted by law. Failure by Eagle Swing to enforce a provision on one occasion does not constitute a continuing waiver of that provision.

MEMBER ACKNOWLEDGMENT

I acknowledge that I have read and understand the Eagle Swing Golf Performance Studio Membership Agreement, Terms and Conditions. I understand the membership option I have selected, the applicable fees, reservation limitations, facility rules, guest responsibilities, cancellation provisions, assumption of risk, and other terms contained in this Agreement.

Membership Selected

- ☐ Month-to-Month Membership
- ☐ Annual Package - \$2,250 + applicable tax
- ☐ Winter Package - \$1,662.50 + applicable tax
- ☐ Summer Package - \$712.50 + applicable tax

Member Full Name:

Address:

City / State / ZIP:

Email:

Phone:

Emergency Contact:

Emergency Contact Phone:

Member Signature:

Date:

Parent/Guardian Signature if
Member is under 18:

Draft notice: This agreement should be reviewed by Idaho legal counsel before use, particularly the waiver/release, assumption-of-risk, payment authorization, limitation-of-liability, and other legal-enforcement provisions.