## **Recurring Credit Card Payment Authorization**

By signing below, you authorize The Tailwater Club (Billed as: The Cabins on the Tailwaters, LLC) to charge your credit card for club dues, member charges, merchandise purchases, and any damages to The Cabins on the Tailwaters caused by you or your guests. A receipt for each charge will be provided to you through email, and the payment will appear on your credit card statement. You agree that this Recurring Credit Card Payment Authorization shall remain in effect for a period of twelve (12) months from the date of your signature. As lawful consideration for being permitted to access and utilize The Cabins on the Tailwaters, you agree to be bound by all of the terms and conditions set forth in the Terms and Conditions attached hereto and incorporated by this reference.

Billing Information
Billing Address:
[City, State, Zip]
Phone Number:
Email:
Credit Card Information
Card Type:
Cardholder Name:
Account/Card Number:
Expiration Date (mm/yy):/
CVV:
Zip Code Associated with Card:

Referred by Tailwater Club member? Y / N

Tailwater Club member referred By: \_\_\_\_\_

## Recurring Credit Card Payment Authorization <u>Terms and Conditions</u>

I understand that my information will be saved to file for future recurring payments on my account. Any information gathered may be disclosed if required by law or as I may otherwise consent. I agree to leave the property of The Tailwater Club / The Cabins on the Tailwaters in the same appearance and condition that it was prior to accessing and utilizing The Tailwater Club / The Cabins on the Tailwaters and will take reasonable care of all property located on the premises of The Cabins on the Tailwaters. I understand that I will be responsible for any damage to the premises of The Tailwater Club / The Cabins on the Tailwaters and public areas that I have access to by virtue of my membership. I specifically authorize The Tailwater Club / The Cabins on the Tailwaters to use the information provided in the credit card authorization the payment of any incidentals or property damage to The Tailwater Club / The Cabins on the Tailwater scaused by me and any guests that may accompany me. Past due amounts are subject to a finance charge of 1% per month or the maximum rate allowed by law in the State of Arkansas. If collection of my account becomes necessary, I agree to pay all costs of collection, including, but not limited to reasonable attorney's fees and costs of suit incurred. Any claims of errors or discrepancies in the billings must be submitted to <u>info@tailwater.club</u> within 14 days of billing, otherwise, all such objections are deemed waived, and the account will become stated.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify The Tailwater Club / The Cabins on the Tailwaters in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. All notifications must be made to <u>info@tailwater.club</u>. If the above noted payment date falls on a weekend or holiday, I acknowledge that the origination of credit card transactions to my account will comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form. If the cardholder is a corporation, limited liability company, partnership, trust, or any other entity, I represent and warrant that I am an authorized corporate officer of the entity and specifically authorized to enter into this authorization.

I acknowledge and understand that use of The Tailwater Club / The Cabins on the Tailwaters involves inherent risk of injury, death, and damage to property. Despite the best of intentions, without negligence or fault, losses may occur. In consideration of my use of The Tailwater Club / The Cabins on the Tailwaters and other good and valuable consideration, the cardholder on the cardholder's own behalf, and on behalf of cardholder's administrators, executors, successors, assigners, assignees, and anyone acting or claiming on his or her joint or several behalf, does hereby waive, remise, release, and forever discharge The Tailwater Club / The Cabins on the Tailwaters and its officers, directors, employees, agents and attorneys and any parent, subsidiary, affiliated or related companies and their respective successors and assigns ("Released Parties") from any and all claims, demands, actions or other legal responsibilities of any kind and nature whatsoever, now known or hereafter known, on account of injury, death, or property damage arising out of or attributable to the use and access to The Tailwater Club / The Cabins on the Tailwaters, whether arising out of the negligence of Released Parties or otherwise. The cardholder covenants not to make or bring any such claim against the Released Parties, and forever release and discharge the Released Parties from liability under such claims. The cardholder agrees to indemnify, defend, and hold the Released Parties harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: injury to or the death of any person, or damage to any property or property interest, resulting from any act, omission, condition, or other matter related to or occurring on or about The Tailwater Club / The Cabins on the Tailwaters property, unless due solely to the actions of the Released Parties.

(Cardholder's Signature)

Date: \_\_\_\_\_