

FORT WORTH POKER CLUB

This Membership Agreement ("Agreement") sets forth the terms and conditions under which the Fort Worth Poker Club and its related legal entities ("Club") grant the rights and privileges of private social club Membership to the undersigned Member ("Member" or "You").

1. Membership Eligibility: Members must be at least 18 years of age. The FWPC, 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. FWPC Management and/or Membership Committees review probationary Memberships on a monthly basis for permanent approval.

2. Dues and fees and other payments: Memberships are available in daily, monthly, and annual durations. The prices for these durations may vary from time to time. Pricing information is available at FWPC. 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 Club. Other usage fees may be charged from time to time for various amenities and activities at the Club. for these other usage fees is available at the Club. The Club 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.

3. Membership Rights and Privileges: Membership grants access to the facilities of FWPC and the right to partake in activities and amenities such as gameplay and televised events and social events. Membership does not convey any financial interest in the Club. FWPC is a fee-based Membership Club, not an equity Membership Club.

4. Club Rules: Member agrees at all times to abide by rules posted at the Club.

5. 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 club regarding other Members including their identities, likenesses, addresses, or any other identifying information. Member warrants that he/she is relying on his/her own judgment plus the judgment of his/her advisors in entering into this agreement. FWPC does not provide advice, legal or otherwise, to prospective Members related to this Agreement.

6. 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 FWPC activities. Member further agrees that parties to the Club including Directors, Staff, other Members, 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, his/her 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 FWPC, their successors and assigns, from any and all such claims. Member indemnifies FWPC and its parties from any costs, losses, damages, and attorney fees which may be incurred in any claim or legal proceeding brought by any Member or on Member's behalf. Member and the FWPC agree that any award for breach of this Agreement is specially limited to actual damages and that neither party may seek or recover indirect, special, incidental, or consequential damages. FWPC is not responsible for damaged, lost, or stolen property.

7.**Consents:** Member consents to FWPC performing public records and criminal background checks from time to time. Member consents to a model release as photos, videos, and audio of Members may be captured in the Club from time to time and used for marketing purposes.

8.**Jurisdiction:** Member and FWPC 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 Tarrant County, Texas.

8.**Contact Information:** Member hereby grants FWPC “Opt-in” permission to send email and SMS updates regarding events, policies, and other information from time to time. Member may unsubscribe at any time via opt-out links in the emails and SMS messages.

Member Name _____

Member Signature _____

Date Signed _____

Member Residence Zip Code _____

Member E-mail _____

Member Phone _____

How did you hear about us?

MEMBERSHIP DUES:

Daily: \$ _____

Monthly: \$ _____

Annually: \$ _____

STAFF INITIALS _____