

# AIRBORNE ADVENTURE SAGINAW MONTHLY MEMBERSHIP AGREEMENT

Airborne Adventure Park offers three options for a Monthly Membership. Each membership requires a six-month minimum commitment with recurring payments and includes a 12-month price guarantee.

**Basic Monthly Membership:** \$9.99/month per person and is valid for one 90 min jump per day during Open Jump timeslots.

**Elite Monthly Membership:** \$14.99/month per person and is valid for one 120 min jump per day during Open Jump timeslots.

**Ultimate Monthly Membership:** \$29.99/month per person and is valid for unlimited 120 min jumps per day during Open Jump timeslots.

Additional benefits are outlined on our website and are subject to change at any time.

\_\_\_\_\_ Jump Time included in your membership cannot be combined with any other offers, deals, discounts, or promotions, and each 90/120-min Jump is for a consecutive 90/120 min of jumping. Additional jump time must be purchased at regular price. Membership does not include programs such as Glow unless otherwise specified. All Memberships are non-transferable, and prices are subject to change after 12 months without notice.

\_\_\_\_\_ Membership will automatically renew until cancelled. Cancellations must be submitted in writing or by phone where the membership was purchased. Memberships is valid only at the park where the membership is purchased.

## PAYMENT AUTHORIZATION

Card Holder's Name (First & Last) (INK ONLY)	Card Holder's Signature (INK ONLY)	Date
(PRINT)	(SIGN)	
(BILLING ADDRESS)		(CELL PHONE)
(CITY)	(STATE)	(ZIP)
Last 4 digits of card number or ACH Account		Exp. Date

## MEMBER INFORMATION

Member Name	Member Type				Date of Birth	Customer Key #
	Basic	Elite	Ultimate	Parent		

Under the penalties of perjury, I declare that I have examined and filled out this document, including the attached terms and conditions, to the best of my knowledge and belief, it is true, correct, and complete. By signing this contract, I understand that this contract is only valid at Airborne Adventure Park. I also understand that all Members on this authorization will remain in effect until I cancel in park or on the phone, to cancel only those Members I wish to cancel and list on that form. I understand that if one member on this form is canceled, that Airborne Adventure will NOT automatically cancel all Members on this form. I agree to notify Airborne Adventure Park of any change in my account information or termination of this authorization at least 30 days prior to the billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day but is not guaranteed. I certify that I am an authorized user of the credit card and will not dispute these scheduled transactions with my bank or credit card company; so long as correspond to the terms indicated in this authorization form. I understand that Airborne Adventure will not charge me a fee for authorizing recurring payments, but that my financial institution may charge me a fee for accepting and processing electronic debit transactions.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

Accepted by (Team Member) \_\_\_\_\_ Date \_\_\_\_\_

# TERMS & CONDITIONS

## TERM:

All memberships, have a minimum commitment of six (6) months from the Start Date (or if none is specified, then the date of this Contract). Memberships will thereafter continue to be billed monthly until canceled in writing at the location from which it was purchased. If a guest would like to cancel during the initial 6 month term, they will be charged the remaining balance of their membership.

## ELIGIBILITY AND CONDITIONS:

Each Airborne Adventure Park Member (individually, a "Members") must follow Airborne Adventure Park procedures to have a photo associated with his/her liability waiver in Airborne Adventure Park's database for identification purposes. A Member must have a proper photo on file with Airborne Adventure Park's admissions point of sale software. Photos on file for active Members must be periodically updated with current photos. At this time, adults must replace their photos every ten (10) years and children (under the age of 18) must replace their photos every three (3) years. Further identification may be required. A Member must have his/her valid liability waiver on file. Liability waivers are valid one (1) year from completion. *Memberships are not valid for private events, events (including birthday parties, team parties, corporate events, groups) that require a separate admission, programs such as Glow, Lock-ins and weekend or special Toddler Times unless otherwise specified.* Memberships are nonrefundable, nontransferable and remain the property of Airborne Adventure Park. Restrictions apply including, but not limited to, capacity constraints and other closures. *Memberships do not guarantee admission, especially during high attendance periods.* Additionally, Memberships may not be used for commercial purposes and are void if altered or misused. A Member assumes the inherent risks associated with the operation of all rides and attractions and should read and obey all safety signage, instructions and rules. Parks, services, entertainment and attractions may change operating hours, close temporarily, or may otherwise change or be discontinued without notice and without liability. Airborne Adventure Park is not responsible for lost or stolen property. Members must abide by any rules and regulations applicable to the Airborne Adventure Park or to the use of the Memberships as promulgated by Airborne Adventure Park from time to time. Memberships are only valid at the location of purchase.

## SUSPENSION:

Airborne Adventure may suspend your membership under the following circumstances:

If Airborne Adventure is unable to successfully charge your Card for monthly membership payments and other amounts you owe at the time they are due, and you do not pay the amounts due in some other way, then the membership passes of all members under this Membership Agreement will be deactivated and all memberships and benefits associated therewith will be suspended. If your membership is suspended due to failure to pay amounts owed, your membership will be immediately reinstated if you pay all monthly membership payments and other amounts that are due (including the Deactivation Fees) before your next payment is due.

If any member under this Membership Agreement is suspected of violating any provision of this Membership Agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of Airborne Adventure, or is suspected of fighting or rowdy behavior in any Airborne Adventure Park or allowing someone else to use the member's membership, Airborne Adventure may suspend any or all of the memberships under this Membership Agreement and deny all members under this Membership Agreement access to any Airborne Adventure Park while the alleged violation is investigated. Upon conclusion of Airborne Adventure's investigation and depending upon the findings of such investigation, Airborne Adventure, in its sole discretion, may either reinstate the suspended memberships or immediately terminate such memberships. If a membership is reinstated following an investigation under this section, the member's monthly membership payments will continue as scheduled and the end date of the member's Initial or Renewal Term will not change.

Airborne Adventure will notify you if your membership is suspended in writing at the email or other address you provide in this Membership Agreement or any updated address you subsequently provide to us in writing.

You agree to pay a "Deactivation Fee" of \$10.00 for each membership under this Membership Agreement that is suspended due to failure to pay amounts owed or due to any confirmed violation of any provision of this Membership Agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of Airborne Adventure or allowing someone else to use your membership, to defray the administrative costs incurred by Airborne Adventure in connection with membership suspension and deactivation of membership passes. During a suspension for failure to pay amounts owed, Airborne Adventure will continue to attempt to collect all amounts due under this Membership Agreement and all such amounts will continue to accrue, including the monthly payments for any or all of the memberships under this Membership Agreement that have been suspended. Airborne Adventure also reserves the right to terminate your Membership Agreement due to failure to pay amounts owed or due to any confirmed violation of any provision of this Membership Agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of Airborne Adventure or, if you allow someone else to use your membership, consistent with the terms of this Membership Agreement.

## TERMINATION:

Airborne Adventure Park reserves the right to cancel, suspend or revoke any Membership or deny Park admission to any Members at any time for any reason. Cancellation, suspension or revocation of Airborne Adventure Park privileges under the Airborne Adventure Park Membership will result in the cancellation, suspension or revocation of both the Airborne Adventure Park's privileges of such Membership due to misuse and/or failure to adhere to park rules. In such case, your Airborne Adventure Membership will be terminated or suspended after the end of the current paid month. Cancellations must be submitted in writing or by phone where the membership was purchased. Cancellations will be processed within 5 business days of receiving the request to cancel.

## UPGRADES:

A Guest wishing to upgrade their Membership must choose a Membership of equal or greater value than the original Park membership, and the difference in prices shall be due on the day of the upgrade. Each guest wishing to upgrade his/her ticket to a Membership must be present at the time of the upgrade transaction and request the upgrade on the same day of purchase. Only full price tickets may not be upgraded to a Membership. Downgrades are not allowed.

## ADDRESS CHANGE:

Please report a change in your address in writing or by phone immediately to Airborne Adventure Park. Changes can be made by updating your information in writing or by phone.

## PRIVACY:

Airborne Adventure Park's Privacy Policy, which describes Airborne Adventure Park's information gathering and privacy practices, applies to the Airborne Adventure Memberships and is incorporated in the Member Rules by this reference. By enrolling in the Airborne Adventure Membership Program, you agree to the terms of Airborne Adventure Park's Privacy Policy and the use of your personal information as set forth therein.

**GENERAL:**

1. Airborne Adventure Park reserves the right in its sole discretion to modify or update the Member Rules and/or change, alter, or discontinue the Airborne Adventure Membership Program (including its credit/Membership Program structure), the lists of Participating Parks, or any reward or special status programs at any time without any liability or notice to members beyond updating these Member Rules. The result of such modification, update, change, alteration or discontinuation may include the decrease in redemption value or cancellation of credit not yet redeemed.
2. All questions or disputes regarding an individual's eligibility, the earning/use/conversion of credits, or a member's compliance with the Member Rules will be resolved by Airborne Adventure Park in its sole discretion.
3. The Membership Program, as well as any prize or gift provided to an Airborne Adventure Membership Program member, may be taxable, depending on the value of the item and the applicable federal, state, and local tax laws. Airborne Adventure Membership Program members are solely responsible for payment of any applicable taxes and any applicable tax reporting obligations.
4. By participating in the Airborne Adventure Membership Program, you agree to release Airborne Adventure Park, its parent, affiliates, divisions, related companies, third-party prize/reward providers and suppliers, and agents, and its and their respective officers, directors, owners, and employees, (each a "Releases") from any and all losses, harm, damages, cost, or expense, including without limitation property damages, personal injury, and/or death, arising from or connected to the Airborne Adventure Membership Program, including, without limitation, (i) the collection, redemption, revocation, or deletion of credits, (ii) the issuance of reward vouchers and use of Membership Program, (iii) the suspension, termination, or modification of your membership or account, and (iv) the suspension, modification, or termination of the Airborne Adventure Membership Program or any reward or special status programs therein.
5. The Airborne Adventure membership program, membership therein, and all membership program, prizes, merchandise, sweepstakes and sweepstakes entries, products or services provided through the Airborne Adventure membership program are provided and must be accepted on an "as is" and "as available" basis without warranties of any kind. Airborne Adventure park, Airborne Adventure park's partners or administrators, and each of the foregoing's respective agents or representatives make no representations or warranties, express or implied, and disclaim any and all liability as to the condition, quality, merchantability, or fitness for a particular purpose of products and/or services provided by or through the Airborne Adventure membership program including, without limitation, implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement, title, or quiet enjoyment.
6. Under no circumstances shall any of the releasees be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the Airborne Adventure membership program or members' participation therein, including, without limitation, any membership program, prizes, merchandise, or services made available as part of the Airborne Adventure membership program. In any event, any liability of Airborne Adventure park arising in connection with the provision of membership program or prizes will be limited to the approximate retail value of the applicable reward or prize. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or other legal theory, even if the releasee has been advised of the possibility of such damages. In the event some jurisdictions do not allow the exclusion or limitation of certain damages, releasees' liability in such jurisdictions shall be limited to the extent permitted by law.
7. By participating in the Airborne Adventure membership program, you waive any and all rights to bring any claim or action related to your participation in the Airborne Adventure membership program 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.
8. You agree to defend, indemnify, and hold harmless the Releases' from all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of Member Rules. Furthermore, you agree to reimburse Airborne Adventure Park for any Membership Program or prizes that were fraudulently obtained by you.
9. The Member Rules are governed by the laws of the State 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 the Member Rules and/or your participation in the Airborne Adventure Membership Program 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.
10. If any provision of the Member Rules is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render the Member Rules 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.
11. Any waiver by Airborne Adventure Park of a breach of any provision of the Member Rules shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of the Member Rules. Failure by Airborne Adventure Park to insist upon strict adherence to any provision of the Member Rules on one or more occasions shall not be considered a waiver or deprive Airborne Adventure Park of the right to insist upon strict adherence to that provision or any other provision of the Member Rules.

YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD OPERATING DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT WITHIN THE THREE-DAY PERIOD, YOU ARE RESPONSIBLE FOR ANY ADDITIONAL COSTS FOR SERVICES RENDERED. IF THE THIRD OPERATING DAY FALLS ON A SUNDAY OR A HOLIDAY, NOTICE IS TIMELY GIVEN IF MAILED OR DELIVERED AS SPECIFIED IN THIS NOTICE ON THE NEXT OPERATING DAY. REFUNDS MUST BE MADE WITHIN THIRTY OPERATING DAYS OF RECEIPT OF THE CANCELLATION NOTICE BY THE PARK. "OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE THE FACILITIES AND SERVICES OF THE PARK