

----- MEMBERSHIP AGREEMENT -----

DATE _____ MEMBERSHIP # _____ EXPIRATION _____

Name _____ Date of Birth _____ Age _____ T-
 Shirt Size _____
 Address _____ City _____ State _____
 Zip _____
 Home Phone _____ Work Phone/Cell _____
 Email Address _____ Referring Member _____
 Membership Type _____ Payment Method _____
 Membership Fees \$ _____ \$ _____ \$ _____ Reach Height Checked By _____

START UP PRORATE TOTAL

(WBR Initial)

- Your Monthly Membership Fee will be billed to the account below on or around the 1st of each month beginning on _____, 20____ for \$ _____ per month plus applicable taxes until you cancel in accordance with this agreement. This membership has a **12 month** minimum term. Term agreements shall not exceed 12 months.
- If you have a minimum monthly term, your account below will be billed for a minimum of 12 months **and will continue on a month-to-month basis at the monthly rate above until you cancel in accordance with this agreement.**
- Your Monthly Membership Fee is guaranteed so long as you remain a member in good standing including payment of all monthly fees and your Annual Membership Fee.
- An Annual Membership Fee will be billed to your account below on or after the 1st of _____, 20____ for **\$49 and will continue to be billed on or around the anniversary of that date each year thereafter until you cancel in accordance with this agreement.**
- To cancel your monthly membership and stop the billing of the Monthly Membership Fee on or around the 1st of the month, Wild Blue Ropes requires written notification by the 20th of the preceding month, delivered to Wild Blue Ropes in person or via certified mail to the company's location listed above. In order to cancel your membership prior to the billing of the Annual Membership Fee, Wild Blue Ropes requires written notice as described above on or before the 25th of the previous month. The Annual Membership Fee is fully earned when received and is non-refundable.
- **If your monthly membership has a minimum term, and you wish to cancel your membership early for reasons other than those listed in section 7 of this agreement, a \$99 buy out fee is required with your cancelation.**
- If you provide us with more than one form of payment, you authorize us to charge any amounts you owe, including but not limited to any membership-related obligations, retail transactions, and/or online purchases, to any form of payment with which you have provided us until such time as you revoke your authorization for that form of payment by written notification delivered to Wild Blue Ropes in person or via certified mail, or by notifying your financial institutions.
- As a service to members who provide a credit or debit card as a form of payment, we reserve the right to bill expired credit or debit cards and/or obtain new expiration dates from card issuers who make these dates available until a member has cancelled in accordance with this agreement or revoked their authorization to bill with their financial institution.
- A \$10 service fee will be applied for each month your Monthly Membership Fee or Annual Membership Fee is returned uncollectible for reasons including, but not limited to, non-sufficient funds, expired credit or debit cards, cancelled credit or debit cards, overdrafts and closed accounts.
- **Cancellation & Billing Policies: I have read and understand the cancellation rights and billing policies on the first and fourth pages of this agreement.** _____ (member's initials)

PAYMENT AUTHORIZATION

PRIMARY PAYMENT ACCOUNT	ALTERNATE PAYMENT ACCOUNT
NAME ON ACCOUNT _____	NAME ON ACCOUNT _____
BANK ACCOUNT # _____	CREDIT CARD # _____
ROUTING # _____	EXPIRATION DATE _____

By initialing below and signing this agreement, I authorize Aerial Revolution Challenges, Inc. d/b/a Wild Blue Ropes or its assigns or affiliated companies to initiate transfers from the Primary Payment Account designated above for the purpose of billing the recurring Monthly Membership Fee I owe Wild Blue Ropes on or around the 1st of the month and the Annual Membership Fee on or around the date indicated above until all my obligations are paid under this agreement or until my membership is terminated or cancelled. I understand that my obligation under this agreement includes my Monthly Membership Fee, Annual Membership Fee, service fee for uncollectible monthly dues, applicable taxes, charges and any other unpaid fees or dues including past unpaid dues and fees. I also understand that the Alternate Payment Account designated above will be used by Wild Blue Ropes to bill for any retail transactions and/or online purchases initiated by me. If at any time Wild Blue Ropes is unable to successfully bill the Primary Payment Account for the Monthly Membership Fee, the Annual Membership Fee or other such recurring obligations as mentioned above, I further understand that Wild Blue Ropes will then bill the Alternate Payment Account for these obligations. This authorization will remain in full force and effect during the term

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Cosigner Authorization & Waiver

- Parent/Guardian: Wild Blue Ropes does not accept members under the age of 12, except under certain conditions. In exchange for Wild Blue Ropes allowing my minor child 17 years or younger to purchase a membership, I agree to the VISITOR AGREEMENT (Including Assumption of Risks and Agreements of Release and Indemnification) in this agreement, and I agree to defend and indemnify Wild Blue Ropes to the fullest extent permitted by the law for any claim brought by my minor child against Wild Blue Ropes. I also promise to pay any financial obligation that my child does not pay for any reason and acknowledge that the banking information above is my account. I understand and agree that my minor child that is under 18, if not accompanied by a parent or guardian at all times while at Wild Blue Ropes, must provide Wild Blue Ropes with a means of directly contacting the child's parent or guardian.
- Financial Cosigner: I promise to pay any financial obligations that the member does not pay for any reason and acknowledge that the banking information above is my account. I also agree to defend and indemnify Wild Blue Ropes to the fullest extent permitted by the law for any claim brought against Wild Blue Ropes by the member.

Name: _____ Address: _____ Phone: _____ Authorized
Signature: _____

RELEASE OF LIABILITY	ASSUMPTION OF RISK	PARK RULES	BUYER'S NOTICE & RIGHT
TO CANCEL			

**AERIAL REVOLUTION
CHALLENGES, INC.
dba WILD BLUE ROPES**

**VISITOR AGREEMENT
(Including Assumption of Risks and
Agreements of Release and Indemnity)**

Please read this document carefully. It affects certain legal rights in the event of an injury or other loss. It must be signed by all adult (eighteen years and older) visitors to the premises of Aerial Revolution Challenges, Inc., including participants in its activities ("visitors") and by a parent or legal guardian of a visitor who is a minor. The parent or guardian, referred to in this document as Parent, agrees to these provisions for himself or herself and, to the fullest extent allowed by law, on behalf of the minor visitor.

In consideration of the services of Aerial Revolution Challenges, Inc., a South Carolina corporation doing business as Wild Blue Ropes and referred to in this agreement as "WILD BLUE", I, an adult visitor or Parent of a minor visitor, acknowledge and agree as follows:

Activities, Risks and Responsibilities: WILD BLUE offers a variety of activities on and associated with high and low element challenge (ropes) courses, zip lines, and simulated free-fall adventures. The activities are designed to promote self-confidence, teamwork, communication, and group process skills. The courses are a variety of structures (some over 35 feet high) over, through and along which participants may walk, swing and climb, with or without the assistance of co-participants and staff. Participants may exit the course by means of a Perfect Descent device, designed to allow a rapid descent and a controlled landing. Activities will require periods of moderate to high physical exertion, reliance on others, exposure to heights, balancing, lifting, pushing, pulling, and climbing.

Activities will be conducted outdoors. Hazards and risks of moving about the premises and participation in the activities include, among others, the following: uneven and slippery terrain and structures, falling limbs and branches, possibly harmful insects, animals and plants, and exposure to extreme or inclement weather; falls and collisions and close contact with other persons and fixed objects; fatigue, and psychological stress including the possibility of an increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on others, and a fear of height, or of being unprotected or falling. Staff and participants, in spite of instruction and training, may act or fail to act in a reasonable manner, and equipment and structures may fail. These and other hazards and risks may result in property damage, physical and emotional injury and, in extraordinary circumstance, death. **The risks described, and others, including the possibility of negligence of other visitors and staff, are inherent in the premises and activities – that is, they cannot be eliminated without discouraging active participation and destroying the essential nature and the social and instructional value of the experience.**

Visitor Responsibilities: I understand that, while WILD BLUE will provide organization, supervision, instruction, and equipment to assist visitors in managing the risks, inherent and otherwise, visitors have personal responsibilities for their well-being and the well-being of others while on the premises and while engaged in WILD BLUE activities. Each visitor must follow instructions, use sound personal judgment, ask for help if concerned about his or her safety and be responsible for deciding if a proposed activity is appropriate for him or her. The goals of the program being best achieved by willing and enthusiastic participants and other visitors, WILD BLUE will not knowingly force anyone to participate. Neither I nor the child has any physical, mental, or medical condition, physical or mental, that might cause me, or the child, to be a danger to ourselves or to others. I am not now, and at the time of the visit I will not be (or, if applicable, the minor child will not be), under the influence of alcohol or any medication or other chemical substance which might impair my, or the child's judgment or ability to react appropriately to external events.

Assumption of Responsibilities and Risks: I, an adult visitor, acknowledge and assume the personal responsibilities described above and all risks of visiting the WILD BLUE premises, including participating in or observing, or being in the vicinity of WILD BLUE activities, inherent and otherwise and

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whether or not described above. If the visitor is a minor, I, Parent, have discussed the activities and risks and personal responsibilities with him or her, the child has informed me that he or she understands them and wishes to participate nevertheless, and I consent to such participation.

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Agreements of Release and Indemnity: To the fullest extent allowed by the laws of the State of South Carolina (including those which may limit the scope of the following) I, an adult visitor, or Parent of a minor visitor (for myself and on behalf of the minor), hereby release and agree not to sue and to indemnify and hold harmless Aerial Revolution Challenges, Inc., Zerve, Inc., and their respective owners, directors, officers, staff, and agents, the owner of the premises on which the WILD BLUE activities are conducted, and their respective owners, directors, officers, staff, and agents ("Released and Indemnified Parties") from any and all liability for any loss, damage, expense or injury, including death, arising from or in any way related to my (or the minor's) presence on premises of WILD BLUE or participation in an activity of WILD BLUE. These agreements of release and indemnity include claims arising from the negligence (but not the gross negligence or intentionally wrong conduct) of WILD BLUE or another Released and Indemnified Party.

Medical Emergency: In the event of an emergency, I give permission to WILD BLUE to provide or obtain such medical treatment as it deems appropriate. I understand that WILD BLUE will attempt to contact Parent in such event, as circumstances reasonably allow. I understand that I am responsible for all medical expenses incurred by or on behalf of me or the child.

Acknowledgement of Photo/Video Waiver: grant permission for WILD BLUE to use any photographs and videos of me or my minor child taken during the program in newspapers, magazines, brochures, or other media for promotional or other purposes, without compensation.

If any portion of this agreement is deemed unenforceable by a court of competent jurisdiction, the reminder shall nevertheless remain in force and effect. Visitors are urged to seek the advice of legal counsel regarding the legal effect of these terms, including the release and indemnity provisions.

Any dispute between a visitor or Parent and a Released and Indemnified Party must be resolved in accordance with the laws of the State of South Carolina (not including those which invoke the laws of another jurisdiction), and a suit against a Released and Indemnified Party must be brought and maintained solely in Charleston County, South Carolina, or the county closest thereto which has a court of sufficient jurisdiction (if Charleston County does not). I agree, for myself and for the child, to the jurisdiction of that court.

Member's Signature

Date

Wild Blue Ropes Authorized Signature

Date

Parent/Guardian Signature (if Member is minor)

Date

Section 1. Parties

Aerial Revolution Challenges, Inc., dba Wild Blue Ropes and you agree that by signing this agreement, you purchased a membership or services and agree to all the terms in this agreement. The terms "you" and "Wild Blue Ropes" include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds all these included persons and entities. It is your responsibility to notify Wild Blue Ropes of any changes in your address or phone number.

Section 2. Representations

- A. **Physical Condition & No Medical Advice:** You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Wild Blue Ropes' facility. As such, you acknowledge that Wild Blue Ropes did not give you medical advice before you joined, and cannot give you any medical advice after you join, relating to your physical condition and ability to use the facilities.
- B. **Liability for Property:** Wild Blue Ropes is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around Wild Blue Rope's premises including, but not limited to, a vehicle or its contents or any property left in a drawer, cabinet, or table. If you or your guest cause any damage to Wild Blue Rope's facility, you are liable to Wild Blue Ropes for its cost of repair or replacement.
- C. **Entire Agreement & Enforcement:** You acknowledge that neither Wild Blue Ropes, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. This document contains the entire written agreement between you and Wild Blue Ropes and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Wild Blue Ropes does not enforce any rights in this agreement for any reason, Wild Blue Ropes does not waive its rights to enforce it later.

Section 3. Membership

- A. **General:** Your membership permits you to use Wild Blue Ropes' premises, facility, equipment, and services during not more than four (4) visits each full month of your membership, and your dues are for such access whether you use the facility or not. Your membership is subject to all current company policies, rules and limitations including, but not limited to benefit rules, transferability rules and general privilege rules. Your membership gives you no rights in Wild Blue Ropes, its management, property or operation. Wild Blue Ropes may assign or transfer your membership in its sole discretion. Wild Blue Ropes can sell memberships at different rates and terms than yours.

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- B. **Members 11 Years Old or Younger:** Youth members 11 years old and younger may be permitted by Wild Blue Ropes when a parent or guardian is also a member. Youth membership will be at the sole discretion of Wild Blue Ropes. Youth members may not climb unless a parent or guardian member is climbing along with the youth member. If at any time a youth member is found to be climbing without a parent or guardian member, the youth member will be removed from the park, and both the youth and parent/guardian memberships will be terminated by Wild Blue Ropes.
- C. **Guest Privileges & Other Benefits:** Members may bring four (4) guests per year for free to Wild Blue Ropes. All guests must be 18 years old or, if 17 years old or younger, be accompanied by a parent/guardian. All guests must sign a guest register. The member must accompany the guest and remain on the premises during the guest's visit. Guests are not entitled to any member benefits.
- D. **Family Add-On:** Periodically, Wild Blue Ropes runs family add-on specials. Existing members do not qualify as a family add-on. There is a 12 month minimum commitment for a family add-on. Family add-on members are not entitled to any Wild Blue Ropes benefits such as discounted pricing.
- E. **Membership Freeze:** Your membership can be frozen for verified medical reasons and must be done at the time of the illness, injury or medical condition. Your freeze will be limited to the time indicated by your physician, as submitted in writing to Wild Blue Ropes by the physician.

Section 4. Rules & Regulations

You agree to the Wild Blue Ropes' membership policies and park rules. Wild Blue Ropes may, in its sole discretion, modify the policies and any park rule without notice at any time. Park rules and any signs posted on the Wild Blue Ropes premises or verbal communication shall be considered a part of the rules of Wild Blue Ropes. Wild Blue Ropes reserves the right to refund the pro-rated cost of unexpired services and terminate your membership immediately for violation of any membership policy or park rule.

Section 5. Facilities & Services

Wild Blue Ropes reserves the right at any time to delete, discontinue, repair or replace its equipment without any effect on this agreement. Wild Blue Ropes also reserves the right to make changes to the type or quantity of equipment or services offered and to alter the hours of operation at Wild Blue Ropes' discretion. You acknowledge that the equipment and services in the facilities are available subject to demand and are offered on a "first come first served" basis. You also acknowledge that, at certain times, the Wild Blue Ropes facility and services may have been reserved for private functions and, during such private functions, the facilities and services will not be available to you.

Section 6. Dues, Fees, Charges & Taxes

- A. **Payment Authorization:** You have full control over the payment authorization and can stop it anytime by notifying Wild Blue Ropes as set forth on the front page of this agreement or by notifying your bank, or credit card company to stop payments. You are responsible for notifying your bank of any error that appears on your bank or credit card statement in a timely manner. You must notify Wild Blue Ropes within 60 days of a claimed error on your bank statement or credit card statement. If you claim your monthly fees were not stopped when you told Wild Blue Ropes, you must have written proof or Wild Blue Ropes will not reimburse you for any deductions which you claim should not have been deducted.
- B. **Charges & Taxes:** Wild Blue Ropes has the right to add to your prepaid fees any tax imposed by the government.

Section 7. Customer's Right to Cancellation

- A. **You may cancel this Membership Agreement and any related Retail Installment Sale Contract by sending notice of your wish to cancel to the seller before midnight of the third business day after you sign the membership Agreement. "Business day" means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following: Membership Manager, Wild Blue Ropes, 1595 Highland Avenue, Charleston SC 29412. Within thirty days of this notice, the seller shall return any payments made and any note or other evidence of indebtedness. If you use the seller's facilities or services, the seller may charge you a reasonable fee based on days of actual use.**
- B. **In addition, you or your estate may also cancel this Membership Agreement and any related Retail Installment Contract at any time by written notice to the seller at the above address if the following circumstances occur:**
 - 1. **The customer's death;**
 - 2. **Substantial physical disability certified by a physician, which makes it permanently impossible for the customer to use the seller's services;**

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3. The customer's permanent relocation over fifty (50) miles distance from seller. The seller may require presentation of information to substantiate that one of these circumstances has occurred. If the Membership Agreement and any Retail Installment Sale Contract are cancelled because of disability, death or permanent change of residence, the seller shall return any note or other evidence of indebtedness and unearned prepayments as follows: for each month that the Membership Agreement was in effect, the seller is entitled to the rate each month or each visit would have been charged if the Membership Agreement had initially been one for the number of months or the number of visits for which the Membership Agreement was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the Membership Agreement.

- C. The right of cancellation shall affect only the financial obligations under the Membership Agreement and any Retail Installment Sale Contract and customer's rights to use seller's services.

ADDITIONAL TERMS AND CONDITIONS

ALL QUALIFIED REFUNDS OF ANNUAL FEES WILL BE MADE ON A PRO-RATED BASIS

PARTIES: In this contract, the words you, your and yours mean all persons signing the Contract and the Membership Agreement as Buyer. The words we, us, our, or seller means Wild Blue Ropes or anyone to whom we may transfer this Contract.

INVALID PROVISIONS: If any part of this Contract is found to be invalid or unenforceable, the remainder of the contract will be valid and enforceable.

SIGNER OF AGREEMENT: You as Buyer state and agree that you have elected to purchase at the deferred payment price rather than at the cash price.

BUYER'S RESPONSIBILITY: You shall notify is within a reasonable time after any changes in your address. You shall send any notification to the address where you make your payments.

NO WAIVER OF RIGHTS: We do not waive our rights to have future payments made when due if we accept a late or partial payment or delay the enforcement of our rights on any occasion.

ENTIRE CONTRACT: No oral promises, statements, warranties, or representations either expressed or implied are included in this contract or in addition or contrary to any written part of portion of this Contract. This Contract and a related Membership Agreement constitute the entire agreement between Buyer and Seller.

ATTORNEY'S FEES AND COURT COSTS: If the Contract is given to any attorney for collection who is not a salaried employee of Seller, you agree to pay court costs allowed by law and reasonable attorney's fees, not in excess of 15% of the unpaid debt.

APPLICATION OF PAYMENTS: We will apply all payments received first to any installment due during the period in which it is received and then to delinquent installments and charges.

PREPAYMENT: If you prepay, Seller may collect or retain a minimum finance charge of \$15.00 if the earned finance charge at the time of prepayment is less than \$15.00. No refund if less than \$1.00 need be made. Refunds of the unearned portion of the finance charge will be computed according to the Rule of 78.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICATIONS ON THE BASIS OF SEX OR MARITAL STATUS. THE FEDERAL AGENCY WHICH ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS ADVENTURE PARK AND ANY SALES FINANCE COMPANY ASSIGNEE IS THE FEDERAL TRADE COMMISSION, WASHINGTON, DC 20508

Section 8: Limitation of Liability

Unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

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