

Fun Club Motocross Membership Agreement 2024

This right to use Agreement ("Agreement") is made and entered into by and between:

Name: _____

Address: _____

Phone #: _____

& Email: _____

[Hereinafter referred to as "Member"], and Fun Club, LLC

WITNESSETH:

Whereas, Fun Club, LLC is the operator of the Fun Club Motocross Track, situated in Eagle County, Colorado (hereinafter referred to as the "Track"); and

Whereas, Fun Club, LLC and Member desire to enter into an agreement for Member's use of the Track.

Now, Therefore, in consideration of the keeping and performing of the covenants and agreements hereinafter set forth by Member, Fun Club, LLC hereby grants to member the right to use the Track as follows:

1. Use Term. The term of this Agreement commences at the beginning of the motocross season on April 15, 2024 through October 31, 2024, weather conditions permitting (hereafter called the "Term"). Member acknowledges that Fun Club, LLC has no control over length of Term.

2. Use Payment. Single Member Season Pass: \$1,500.00
Family Season Pass: \$2,500.00 (up to 3 family members)
Guest Pass: \$40.00 per day (up to 4 guests per month)
Private Track Time Rental: \$450.00 for a 4-hour session
\$800.00 for an 8-hour session
** limited to 15 riders per Private Track Session

3. Condition of the Track. Member acknowledges having reviewed the design of the Track, and is satisfied that the Track, as constructed, and in its current condition, is adequate, sufficient, safe to enjoy and is not defective. Member agrees to help to maintain the track conditions and will occasionally walk the track pulling rocks and debris from riding surface. Any issues should be reported to the Track Maintenance Manager, Cory Ross at 970-618-1089

4. Member's Rights to Use the Track.
 - a. Member, for him/herself, family, guests or invitees, agrees to sign the Participation, Waiver and Release Agreement and Indemnification attached hereto as Exhibit "A" prior to any of the rights conferred herein becoming effective.

 - b. Member agrees to abide completely with the Rules and Regulations, attached hereto as Exhibit "B", as well as any additional reasonable rules and regulations that may be adopted from time to time by Fun Club, LLC. Member will be personally responsible for any damage done to the Track, or areas surrounding the Track, other

than that caused by ordinary wear and tear, or normal use. This Agreement may be terminated by Fun Club, LLC if Member does not completely abide by all such rules and regulations, or any terms of this Agreement. Any amount of money retained by Fun Club, LLC to pay for damages or injuries will not be the sole and exclusive remedy available to Fun Club, LLC for violation of this Agreement, and Member may be liable for such additional costs and expenses, as member has caused.

c. Member acknowledges that his/her rights to use the Track are only valid for the Term of this Agreement, and gives Member no assurances that such rights to use the Track will be renewed in the following year.

d. Member acknowledges that Members are not members of any other amenities on the property, however, the Club House, Fire Pit, Changing Rooms, Bike Wash Area, Bathrooms and Air Compressor are available for all club Members to respect and use. Member agrees to assist in keeping the grounds free and clear of all litter.

5. No Third-Party Beneficiaries. Member acknowledges that this membership is solely for him/herself, spouse, and children. This right to use cannot be assigned, transferred, conveyed or sold to any other person or entity, whether for value or gratuitously. Member is strictly liable for any third-party invitees of Member. Any such attempt to assign, sell, lease, or gift, this right to use will void, and all monies paid by Member to Fun Club, LLC shall be forfeited, and no right of assignment shall be conferred upon any other party. It is the intent of this Agreement that this right to use goes solely to the Member-designated herein, his/her spouse and children, and may not be shared or divided with any other person or entity. Member is expressly prohibited from allowing children under the age of eighteen (18) to use the Track unless such child's parents are present and Member takes full responsibility and waives all liability against Fun Club, LLS (and its principals) for any injury to minor.
6. Hold Harmless. Member hereby agrees to hold Fun Club, LLC, as well as all members of the Track, harmless from and against any and all damage, injury, and/or liability incurred by member, his/her family, heirs, assigns, guests or invitees, arising out of their use of the Track. Member personally, and on behalf of any and all heirs, invitees, personal representatives, successors, or assigns, forever waives, releases and discharges every member of the Lake, as well as such members' heirs, personal representatives, successors and assigns, as well as Kodiak Ski Lake, LLC, Tree Farm RFV, LLC, Aspen Dirtbike School, Paul Cathers, Cory Ross, Kiko Trincado, and Andrew "Ace" Lane individually, from any and all duty, liability, loss, cause of action, charge or assessment related to or arising out of, directly or indirectly, the use of the Track, unless such loss or liability arises directly from a proven gross negligence or willful misconduct of Fun Club, LLC or the parties running the Track operation. Member agrees to have any guests or invitees sign the Waiver and Release of Liability, which will be located at the Track prior to their use of the Track, and prior to such guests or invitees being allowed to ride on the Track or any motorized vehicle on the Property. Member agrees to indemnify Fun Club Motocross Track, and Fun Club, LLC (and its principals) for any claims or losses caused by the failure of such guests or invitees to sign the Waiver Release.
7. Personal Property. Member agrees that any motorcycle brought upon the Track site, whether pursuant to Paragraph 4(c) or otherwise, and any other personal property brought upon the Track site by Member, his/her family, children, guests, or invitees, is brought there solely at member's risk and Fun Club, LLC shall have no duty to care for, preserve or protect such property and member shall hold harmless from any liability or cost with respect to any loss, damage, destruction or injury thereto without exception.
8. Termination. Upon the termination of this Agreement, by lapse of time or otherwise, Member shall give up any rights to the use of the Track; and shall immediately remove his/her motorcycle and any personal property from the premises. In the event that Member does not

remove his/her motorcycle and any personal property from the premises within thirty (30) days after Fun Club, LLC's mailing of notice to Member, such motorcycle or personal property shall be deemed abandoned by Member. In such event, Fun Club, LLC may remove Member's property from the premises, and shall have a valid and existing lien on such removed property for any amount due, or for the costs of removing such property.

9. Notice. All notices provided for herein shall be in writing and shall either be delivered personally or sent by certified mail, return receipt requested, postage prepaid, addressed to the parties for whom intended at the address set forth below. Any party may change its address by written notice to the other party. All notices sent by mail shall be deemed given and effective two (2) days after being deposited in the United States Mail as above required. Facsimile transmission shall not constitute notice hereunder.

To the Manager:
Fun Club, LLC:
530 Basalt Ave
Basalt, CO 81621

To the Member:

Name: _____
Address: _____
Contact Phone #: _____
Email: _____

10. Attorneys' Fees. In the event of any litigation between Fun Club, LLC and Member involving the interpretation and/or enforcement of this Agreement or any provision hereof, the prevailing party shall be entitled to an award of its costs and expenses (including reasonable costs and attorneys' fees) incurred therein as a part of the judgment or stipulated settlement entered in such litigation.
11. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of this Agreement itself or of any other provision hereof, and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.
12. Counterparts; Facsimile Signatures. This Agreement may be executed in one instrument, signed by all parties, or in counterparts, in which case all such counterparts together shall constitute one and the same instrument and Agreement, binding on all of the parties thereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Facsimile signatures shall be treated as original signatures on this Agreement, and on other documents provided for herein.
13. Binding Effect; Governing Law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and shall be construed in accordance with and governed by the laws of Eagle County and the State of Colorado, and it is agreed that the District Court for Eagle County in Eagle, Colorado, shall be the court of appropriate venue and jurisdiction. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, writings, representations, and negotiations relating thereto.
14. Modification. This Agreement may not be amended or modified except by an instrument in writing signed by all parties.

(Signatures on following page)

In witness whereof, the Member hereto have executed this Agreement and fully agrees to all terms and conditions as of this date.

_____ Member

_____ Date

Print Name: _____

EXHIBIT "A"

Participation, Accident Waiver and Release Agreement

Hello and welcome! You are visiting Colorado's premier extreme adventure park. As used in this agreement, the Park shall be all of the property and improvements associated with (a) Kodiak Ski Lake; (b) the cycling, motocross, ice kart and other recreational and adventure trails and terrain; (c) all equestrian facilities together any animals pastured, boarded or present thereon; (d) all diving, jumping, climbing, sliding and other structures and apparatus of any kind; and (e) all other property and improvements of any Owner as such exists at the time of your visit.

As a guest of the Owner, you acknowledge and agree to several terms and conditions. If for any reason you object or cannot agree to all of these terms and conditions it is unfortunate but you must leave the Park. As used in this agreement, "Owner" means any of the following, individually or collectively: (a) Andrew N. "Ace" Lane; (b) WindRiver Trees, L.L.C.; (c) Woody Ventures, LLC; (d) Nothin But Blue Skies, LLC; (e) Tree Farm, RFV, LLC; (f) Kodiak Ski Lake, LLC; (g) Aspen Dirtbike School; and (h) Fun Club, LLC, together with each of their agents, officers, directors, members, managers, employees, successors, assigns and affiliates. The Park is private property. You are visiting as a guest and an Owner may request that you leave at any time. You agree to do so without hesitation or delay.

You unconditionally assume the risk of all sporting and recreational activities occurring at the Park. The risks assumed include, but are not limited to, those associated with or arising from participation in swimming and water sports, cycling and motocross, hiking, equestrian activities, climbing, base and bungee jumping, ski carting, diving, sliding and such other activities as may be offered or engaged in from time to time. The risks assumed include, but are not limited to, those that arise, directly or indirectly, from any negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. You may be severely injured, maimed or grievously harmed and you assume the risk of all such things, including your death and the injury and death of any other person.

You certify that you are physically fit and that you have sufficiently prepared or trained for participation in each of these activities. You further certify that there are no health-related reasons or problems which preclude your participation in any of these activities. You acknowledge that this Accident Waiver and Release of Liability will be used and relied upon by each Owner and any event holder, sponsor and organizer of the activity in which you may participate, and that it will govern your actions and responsibility at and during any such activity.

In consideration of the foregoing, you forever WAIVE, RELEASE AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, arising from death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur each of the Owners. Further, personally and on behalf of each of the undersigned's heirs, successors and assigns, the undersigned covenants not to bring suit or claim of any sort in any tribunal, court or other forum as to any event, matter or thing arising out of this Accident Waiver and Release of Liability agreement or any activity or event at the Park or any land adjoining or adjacent thereto. Colorado shall be the venue for any legal dispute. If any legal action is brought against Owner and Owner is proven to have no liability, then all Owner's attorneys' fees shall be paid by signing party.

If this Accident Waiver and Release of Liability is executed by you on behalf of a minor child, you represent and warrant that you are the legal guardian of such minor, have full legal capacity and authority to execute this agreement on such minor's behalf. The minor's name and date of birth is:

Name: _____ DOB: _____

Signature: _____ Date: _____

Printed Name: _____

INDEMNIFICATION

Name of Minor(s):

The undersigned, parents, guardians, or next friend of the above minor(s), for themselves, and on behalf of said minor(s), hereby join in the foregoing Participation, waiver and Release Agreement, and hereby stipulate and agree to the terms of the foregoing Participation, Waiver and Release.

In consideration for the above minor(s) being permitted to use the Fun Club Motocross Track, and/or its facilities, I agree to the following waiver, release and indemnification:

The undersigned parent or guardian of the above minor(s), for themselves, and on behalf of said minor(s), hereby joins in and agrees to the provisions of the foregoing Participation, Waiver and Release Agreement, and hereby stipulates and agrees to save harmless, indemnify, and forever defend the **Fun Club, LLC, Fun Club Motocross Track, Aspen Dirtbike School, Kodiak Ski Lake, LLC, its officers, agents, employees, shareholders, members, Andrew "Ace" Lane, individually, and Tree Farm RFV, LLC** from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees), and **negligence** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death made or brought by said minor(s), or by anyone on behalf of said minor(s), as a result of said minor's participation in the events, including, without limitation, his or her use of Fun Club Motocross Track, and/or its facilities, and his or her presence there.

Witness

Signature of Parent or Guardian

Date

Print Name

EXHIBIT "B"

Rules and Regulations of Fun Club Motocross Track

The use of Fun Club Motocross Track is conditioned upon adherence to the following rules and regulations. Failure to comply with these rules may result in termination of Member's Right to Use exclusive of any refunded fees:

1. Club Hours 8:00am – 9:00pm / Riding Hours 9:00am – 8:00pm (or sunset)
2. Enter the property from the gate by the ski lake
3. Remain in the area immediately around the Track. Do not walk around the property.
4. Do not leave motorcycles or gear on property overnight.
5. Riding alone is not recommended. Coordinate with other Members when possible
6. Suitable clothing must be worn at all times. This includes a National Standards approved helmet, goggles, gloves, long sleeved top, long trousers, suitable footwear. (Footwear must be a recognized motocross type boot and to be of length that must at least overlap the trousers with rider in a racing position on the machine.) All Junior riders must wear protective body armor.
7. Proper working pipes required on all motorcycles. Overly loud motorcycles will be asked to lower their decibel level before they ride again. Any motorcycle found to be faulty will not be allowed back on the track until declared sound by Track Manager.
8. No consuming alcoholic beverages on property.
9. Smoking is prohibited at the Track and Lake Sites.
10. No glass containers allowed on property.
11. Use and possession of illegal drugs on club property are prohibited.
12. No dogs allowed on or near Track.
13. Treat dirt bike school students with respect. Remember we were all new once.
14. Give dirt bike school students space. Do not eavesdrop or hover around them.
15. Help with track maintenance. Report any issues to Track Manager.
16. All litter and recycling shall be disposed of in proper containers.
17. Minors must be with an Adult at all times.
18. Track is subject to being closed from time to time due to large class or private events.
19. Fun Club, LLC is not responsible for theft, loss, or damage of any personal property of members or guests.

- 20. Guests of Members are NOT allowed on the property unless the Member is present at all times. Any "Guest" at the site without inviting Member present will be considered trespassing and treated as such.
- 21. Any Member who brings a guest or guests to the property must have such guest or guests read and sign a liability release, and failure to do so shall put all liability on said Member.
- 22. Memberships may not be leased or given to other parties.

** No complaining or whining...only compliments and fun times had at Fun Club Motocross Track!!

Member's signature: _____ Date: _____