

OFFICE USE ONLY

Cash
Check
CC

Amount due at signing

Check #



Assigned Membership Number

Non-Resident Club Membership Profile and Agreement

The undersigned desires to obtain a recallable club membership at The Pineville Club and hereby submits this recallable Club Membership Agreement to The Pineville Club for further consideration. The undersigned, hereafter referred to as 'member', agrees to pay a non-refundable application fee of \$150.00 in full upon submitting this recallable Club Membership Agreement to the Club.

New Member Information

Name: _____ Age: _____ Birthdate: _____
Last First M.I.

Mailing Address: _____ Phone (H): _____

Phone (alt): _____

City St zip E-mail: _____

Family Info:

Spouse: _____ Age: _____ M/F Birthdate: _____
Last First M.I.

Child 1: _____ Age: _____ M/F Birthdate: _____
Last First M.I.

Child 2: _____ Age: _____ M/F Birthdate: _____
Last First M.I.

Child 3: _____ Age: _____ M/F Birth date: _____
Last First M.I.

Club Dues

The Pineville Club membership dues are \$85.00 per month. The following options are available to dues paying members:

- _____ Pay in full \$1020.00 Member agrees to pay for 12 months up front. Member will be granted full access to all club amenities for one year. A renewal notice will be sent 60 days prior to the expiration of the contract allowing the member to renew with no additional Application Fee. A lapse in membership will result in an additional \$150.00 Application Fee.
- _____ EFT \$85.00/mo Member agrees to set up dues payments on a monthly bank draft. \$85.00 will be drafted from a primary checking or credit/debit card account on the first business day of each month. Member will be responsible for maintaining sufficient funds for withdrawal, and will be obligated for a period of 12 months. All payments returned as 'insufficient funds' will be sent to collections and subject to a \$35.00 fee. At the end of the 12 month contract period, the member will be renewed on a month-to-month basis. (complete additional form)

Disclaimer

By signing this Club Membership Agreement I understand that I am entering into a 12 month contract with The Pineville Club. I acknowledge that I have read and received The Pineville Club Membership Plan and Club Rules and Regulations. I agree to abide by all of its respective terms and conditions as amended from time to time. I hereby acknowledge and agree that I shall be liable for the payment of all dues, fees, food, beverage, merchandise, services and other Club Fees (as defined in the Membership Plan) as further provided in the Membership Plan.

Signed: _____ Date: _____ Witnessed by: _____ Date: _____

Entered into Club Sentry

Entered by _____ Date _____

MEMBERSHIP PRIVILEGES AT THE PINEVILLE CLUB; NO OWNERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITIES. The undersigned acknowledges that the facilities are being constructed by and will initially be owned and operated by River Dell Investments, LLC, a North Carolina limited liability company, doing business as "The Pineville Club" (the "Club"). The undersigned further acknowledges that membership privileges at The Pineville Club are non-equity, non-proprietary and non-participatory. Membership does not imply any right or privilege to participate in or to administer business policies of the operation or maintenance of the Club Facilities and is not an investment in the Club or the Club Facilities and does not create any equity, ownership or proprietary interest or any prescriptive easement or other property interest of any nature in the Club, the Club Facilities or any other asset of the Club. Membership at The Pineville Club allows the undersigned to use certain facilities provided at The Pineville Club from time to time, but does not grant to the undersigned a vested or prescriptive right or easement to use any of the facilities. The undersigned does not have any interest in the income of the Club, and does not have the right to receive any of the assets of the Club if the Club is dissolved. If approved, the undersigned only obtains a non-exclusive revocable license to use the facilities in accordance with the terms of the Membership Plan, as it may be amended from time to time.

MEMBERSHIP IS RECALLABLE BY THE CLUB. Notwithstanding anything contained in the Membership Plan to the contrary, by initialing in the space provided _____, the undersigned acknowledges that the Club Membership obtained at The Pineville Club is a recallable membership. The Club may recall the undersigned's Club Membership at any time, in the sole discretion of the Club, upon sixty days prior written notice to the undersigned member. Upon recall of the undersigned's Club Membership, the membership and all use privileges at The Pineville Club shall terminate and dues of the undersigned member shall terminate upon expiration of the sixty-day notice period. The undersigned hereby acknowledges and agrees that he/she shall not receive a refund of any amounts whatsoever upon the recall of his/her membership by the Club, resignation of membership privileges, suspension and/or termination of membership privileges or upon any other termination of membership.

RESPONSIBILITY FOR MEMBERSHIP AT THE PINEVILLE CLUB. The undersigned shall be responsible for his/her conduct and the conduct of his/her immediate family members and guests when using the facilities and shall be directly and fully responsible to the Club for all personal injuries and/or property damages that are caused by the undersigned and his/her immediate family members and guests, and the Club shall not be responsible or liable for any personal injuries and/or property damages resulting from the actions of others.

THE UNDERSIGNED AND HIS/HER IMMEDIATE FAMILY MEMBERS AND GUESTS USE THE FACILITIES PROVIDED AT THE PINEVILLE CLUB AT THEIR OWN RISK. THE UNDERSIGNED ACKNOWLEDGES THAT USE OF THE FACILITIES INVOLVES CERTAIN RISKS, INCLUDING, WITHOUT LIMITATION, THE RISK OF BEING IN AND IN CLOSE PROXIMITY TO WATER, THE USE OF EXERCISE EQUIPMENT, ADVERSE WEATHER CONDITIONS INCLUDING LIGHTNING, PARTICIPATING IN EVENTS AND OTHER ACTIVITIES HELD BY THE CLUB FROM TIME TO TIME EITHER ON OR OFF THE FACILITIES AND OTHER ACTIVITIES INCIDENTAL TO USE OF THE FACILITIES PROVIDED AT THE PINEVILLE CLUB FROM TIME TO TIME. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY ASSUMES ALL SUCH RISKS FOR THE UNDERSIGNED AND HIS/HER IMMEDIATE FAMILY MEMBERS AND GUESTS AND HEREBY FURTHER WAIVES AND RELEASES FOR THE UNDERSIGNED AND HIS/HER IMMEDIATE FAMILY MEMBERS AND GUESTS, ANY CLAIMS OR CAUSES OF ACTION WHICH HE, SHE OR THEY MAY HAVE AGAINST RIVER DELL INVESTMENTS, LLC, THE PINEVILLE CLUB AND ANY MANAGEMENT FIRM RETAINED TO OPERATE THE FACILITIES ON A DAY-TO-DAY BASIS OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS AND THE FAMILY MEMBERS OF EACH OF THEM, ARISING OUT OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE WHICH HE, SHE OR THEY MAY SUSTAIN AS A RESULT OF USING THE FACILITIES PROVIDED AT THE PINEVILLE CLUB OR PARTICIPATING IN ANY EVENT OR ACTIVITY HELD BY THE CLUB FROM TIME TO TIME EITHER ON OR OFF THE FACILITIES, SUCH WAIVER SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, OF RIVER DELL INVESTMENTS, LLC, THE PINEVILLE CLUB OR ANY MANAGEMENT FIRM RETAINED TO OPERATE THE CLUB FACILITIES ON A DAY-TO-DAY BASIS OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS AND THE FAMILY MEMBERS OF EACH OF THEM.

This Recallable Club Membership Agreement and membership at The Pineville Club shall be governed by and construed in accordance with the laws of the state of North Carolina without regard to principles of conflicts of laws. The undersigned hereby acknowledge and agree that they shall be liable for the payment of all dues, fees, food, beverage, merchandise, services and other Club Fees (as defined in the Membership Plan) as further provided in the Membership Plan. By signing this Recallable Club Membership Agreement, both the applicant primary member and his/her spouse shall be jointly and severally liable for all dues and other Club Fees associated with a membership at The Pineville Club.