

MEMBERSHIP AGREEMENT

BETWEEN: The applicant, (“Member”), and DFWPro Paintball Park (“DFWPro”) who agree as follows:

1. GRANT OF MEMBERSHIP

1.1 DFWPro, on approval of this application, hereby grants to the Member membership in, and playing privileges at, the **DFWPro Paintball Field** (the “Home Course”) upon and subject to the terms and conditions set out below.

1.2 DFWPro hereby also extends to the Member playing privileges at all other DFWPro Courses upon the terms and conditions set out below.

1.3 Membership cards are, and remain, the property of DFWPro.

2. TERM

2.1 The term of this Membership Agreement and the Membership granted hereunder shall be thirty (30) days from the commencement of this Membership unless terminated earlier in accordance with the provisions hereof.

2.2 The Member’s membership will automatically renew each month unless the membership is terminated by either party, and the Member's membership card is returned to DFWPro.

2.3 Should the Member cancel their membership at any time, and wishes to renew their membership in the future, the Member will be required to submit a new application, subject to the current application and membership fees, and the new application will be granted or denied at the sole discretion of DFWPro management and staff.

3. FIELD FEES

3.1. Subject to the Member’s ability to resign his or her Membership under paragraph 7.1 hereof, the Member agrees to pay to DFWPro a monthly membership fee in the sum of **\$20.00** per month or in such other amount as DFWPro may from time to time establish. The Field Fee is subject to change at any time at the discretion of DFWPro, but any existing members will maintain their original pricing as long as they remain active.

3.2 Field Fees for the first month of Membership are due and payable upon the approval of this Membership Agreement. Field Fees for all subsequent months are automatically charged to the Member's credit/debit card on the 1st day of each subsequent month until the membership is canceled. If a membership is canceled during a month no refunds will be given for the remaining time in the month.

4. APPLICATION FEE

4.1 The Member agrees to pay to DFWPro a further sum of \$20.00 (the “Application Fee”) on the submission hereof to review and process said application.

4.2 The Application Fee shall **not** be refunded by DFWPro to the Member upon termination of the Membership.

5. CHARGING PRIVILEGES

5.1 Subject to paragraph 5.4, the Member shall during the currency of his Membership be entitled to charging facilities (the “Charging Privileges”) for paint and other expenditures at all DFWPro Courses in accordance with such policies, exceptions and limitations as DFWPro may from time to time establish. Charging Privileges do not extend to tournaments, banquets or other special events.

5.2 Charging Privileges are not assignable to any other person and only the Member may make use of

the same. Notwithstanding the foregoing, however, the Member agrees to be fully responsible for any Charges made on his or her account by (a) Family Members, (b) the Member's guests or Designated Player(s) (c) any person having possession of the Member's Membership card whether stolen or otherwise, and (d) any person to whom the Member has given the Member's membership number and/or security codes (if any).

5.3 DFWPro shall automatically bill monthly for all Charges. Charges are due and paid on the first day of the month following the accumulation of said charges.

5.4 The Charging Privileges given hereunder are provided gratuitously and can be varied, suspended or terminated from time to time and at any time in DFWPro's sole and unfettered discretion.

6. RULES & REGULATIONS

6.1 The Member agrees that he or she shall, and that the Member's guests, Designated Player(s) and invitees shall, at all times honor, follow and abide by all reasonable rules, regulations and policies that DFWPro shall from time to time establish for the Home Course and other DFWPro Courses (the "Course Rules & Regulations") concerning play, personal conduct, etiquette, dress, guests, Designated Player(s), care and use of equipment and facilities, tournaments, social activities, booking procedures, sign in procedures, locker use, Charging Privileges and other matters deemed by DFWPro to be pertinent, necessary or advisable for the operation of a high quality paintball field.

6.2 The Member is fully responsible for the conduct and actions of his or her guests, Designated Player(s) and invitees. Any breach of, or failure to follow, Course Rules & Regulations by a guest, Designated Player or invitee of the Member shall be deemed to be a breach or failure of the Member rendering the Member liable for the same sanctions as would be the case if such breach or failure had been committed by the Member himself, herself or itself.

7. RESIGNATION/TERMINATION/DISCIPLINE

7.1 The Member is free at any time to terminate this Membership Agreement prior to the expiration of the term and resign his or her Membership subject to the following terms and conditions:

(a) to be effective the notice of termination and resignation (the "Resignation") must be in writing signed by the Member and delivered to DFWPro (receipt by DFWPro's Home Course manager shall be sufficient).

(b) to be effective the Resignation must be unconditional and must state the Member's name and Membership number.

7.2 If the Member breaches or fails to abide by this Membership Agreement or the Course Rules & Regulations, the Member is subject to suspension of his or her playing privileges or Charging Privileges, or both, or to expulsion, at the sole discretion of DFWPro whose decision shall be final. Without limitation to the foregoing, if the Member is in default in the payment of Field Fees, all playing privileges are suspended until full payment is made.

7.3 If the Member is under suspension he or she is not prevented from resigning his or her membership under paragraph 7.1.

7.4 Where the Member has been expelled under paragraph 7.2 his membership is deemed to have terminated effective on the date selected by DFWPro.

7.5 Upon resignation or termination of membership the Member shall, no later than the effective date thereof, remove all of that Member's property from the Home Course including the contents of lockers and shall return to DFWPro all DFWPro property in the Member's possession including the Membership card. If all DFWPro property is not returned, including the Membership card, there will be a \$200 (Two Hundred Dollar) charge assessed to the Member's credit/debit card.

7.6 Without limitation to any of its other remedies hereunder, DFWPro reserves the right to permanently or temporarily ban any guest that has violated Course Regulations at any DFWPro course.

8. ASSIGNMENT

8.1 This Membership Agreement and the rights of Membership hereunder are not transferable and may not be sold, transferred, bequeathed, assigned or otherwise disposed of, voluntarily or involuntarily, except as permitted under paragraph 9.1.

8.2 DFWPro may assign this Membership Agreement to any other entity that own's or operates the Home Course and effective the date of such assignment DFWPro shall deemed to have been released from any and all liabilities and obligations under this Membership Agreement which accrue or which arise or which are to be performed, after the date of such assignment.

9. DEATH

9.1 In the event of the Member's death (and provided that DFWPro is provided with such information and confirmation concerning such death and the authority of the executors or administrators of the Member's estate, as DFWPro deems appropriate) the executor or administrator of the Member's estate shall have the option to:

- (a) assign this Membership Agreement and the rights hereunder to a Family Member designated in writing by the executor or administrator of the Member's estate, provided however that such assignment shall not take effect unless and until such Family Member has first executed an agreement with DFWPro, in such form and content as DFWPro may determine, agreeing to be bound by the terms of this Agreement in all respects as though such Family Member has originally executed the same; or
- (b) cancel this Membership Agreement by notice in writing to DFWPro served no later than 1 year after the Member's death in which case termination shall take effect on the date of receipt of such notice.

10. RELEASE & INDEMNITY

10.1 The Member hereby irrevocably waives and releases any right of action or other claim or recourse (including, without limitation, any claims in tort or occupiers liability) that the Member may at any time have as against DFWPro or its directors, employees, sponsors, agents and contractors, in respect of or arising out of any personal injury, property damage or other loss which the Member may at any time incur or suffer as a result of or arising out of the Member's use of, presence upon or proximity to, any DFWPro course even where such injury or loss is caused by the negligence or other wrongdoing of a person or persons that the Member is releasing hereunder.

10.2 The Member agrees to indemnify and save harmless DFWPro and its directors employees, sponsors, agents and contractors from and against any and all damages, losses or third party claims, incurred or suffered by, DFWPro or any of the said persons arising directly or indirectly out of or by reason of any negligent or other act of the Member or his guests, Designated Player(s) or invitee, any breach of this Membership Agreement or the Course Regulations and any damage to the property of DFWPro or others caused by the Member or his guests, Designated Player(s) or invitee.

11. GENERAL PROVISIONS

11.1 Without limitation to paragraph 6.1, DFWPro may from time to time issue policies, interpretations, clarifications, amendments or revisions to the Membership Agreement or the Course Regulations as it deems appropriate from time to time and the same shall be contractually binding on the Member from the date they are stated to take effect EXCEPT that DFWPro may not (a) increase the Members Application Fee to an amount greater than the amount stipulated under paragraph 4.1 or (b) prevent a Member from resigning his Membership if he or she should ever wish to.

11.2 The Member is deemed to have accepted all invoices and monthly accounts, including the Charges, unless he, in writing, notifies DFWPro to the contrary within 60 days of receipt of such invoice or account.

11.3 All Charges, indemnities, damages and other monies owing or payable to DFWPro by the Member shall be paid to DFWPro without any abatement, deduction or set-off whatsoever.

11.4 This Membership Agreement and the rights of Membership hereunder are purely contractual and give to the Member no equity position, or other ownership rights in or to DFWPro or in or to any of DFWPro's properties.

11.5 The Member acknowledges that DFWPro has no obligations to the Member save as expressly stated in this Membership Agreement and no obligations are to be implied.

11.6 Any notice required or permitted to be given to the Member by DFWPro hereunder may also be sufficiently given if mailed by ordinary mail to the address given above (as updated by the Member from time to time) or if left in the Member's locker or on site mail slot (if any).

11.7 This Membership Agreement shall be construed according to the laws of the State of Texas, Johnson County.

12. DEFINITIONS AND INTERPRETATION

12.1 In this Membership Agreement:

(a) "**Charges**" means any and all amounts owing from the Member to DFWPro from time to time including without limitation Field Fees, paintball purchases, food and beverages fees.

(b) "**DFWPro Course**" means any paintball field owned or operated by DFWPro and which has been designated by DFWPro as being part of the DFWPro program.

(c) "**Designated Player(s)**" means the person or persons named in paragraph 1.4 or such other person or persons who, in accordance with DFWPro policy, may be substituted from time to time.

12.2 DFWPro is the final arbiter in resolving any ambiguity in this Membership Agreement or the Course Regulations and the reasonable interpretation adopted by DFWPro shall be binding on both parties.