

Choice Social Club
Membership Agreement

IMPORTANT! PLEASE READ CAREFULLY. THIS IS A CONTRACT. BY CLICKING THE BUTTON BELOW THAT STATES “I accept this Membership Agreement”, YOU ACCEPT ALL TERMS OF THIS MEMBERSHIP AGREEMENT, AND THIS MEMBERSHIP AGREEMENT WILL BE A VALID AND LEGALLY BINDING DOCUMENT BETWEEN YOU AND US.

1. Introduction. Welcome to Choice Social Club owned and operated by Red Door Operations, LLC (collectively, the “Club” or “we” or “us”). The Club provides membership in the Club to you subject to this Membership Agreement (“Membership Agreement”). Unless you are a guest of a Member as set forth below, you must become a registered Member of the Club pursuant to the terms and conditions of this Membership Agreement before you may use the services or facilities of the Club. In consideration of being permitted to apply for Club membership and attend Club events, you hereby agree to be bound by all the terms and conditions of this Membership Agreement.

It is critical that you read the Club Membership Application and this Club Membership Agreement in its entirety before purchasing a membership in the Club. It contains important information that (i) addresses prohibited conduct, (ii) outlines economic and other obligations that you agree to assume as a member of, and each time you participate in, the Club, and (iii) highlights certain rights that we reserve so that we can ensure that your membership in the Club will be an enjoyable experience and so that we can remain a responsible member of the community.

Once you read this entire Membership Agreement, if you agree to all of its terms, then click the box below that contains the words “I accept this Membership Agreement”. After you “accept” the terms of the Membership Agreement, you may proceed with your purchase of a membership in the Club. You shall be bound by both the terms of the Club Membership Application and this Membership Agreement whenever you participate in Club activities and shall continue to be bound by the provisions of Sections 9, 10, 12, 13, 15-17 and 21 from and after the expiration or earlier termination of your Membership. It is your responsibility to read this Membership Agreement and keep apprised of any changes to it. We may update or modify this Membership Agreement at our sole discretion from time to time without prior notice to you. Any updates and modifications that we make to this Membership Agreement will be binding on you even if you choose not to read them. The updates and modifications will be binding on you from the time that we post them; and each time you register for, or participate in, a Club event constitutes your agreement to the most current version of this Membership Agreement and acceptance of all its terms and conditions as stipulated herein.

If you don't fully complete the Club Membership Application or accept this Membership Agreement in its entirety, then you will not be granted Club membership, and are not allowed to attend Club functions, or enter the Club premises. If you refuse to accept this contract and enter the Club premises surreptitiously, you agree that your mere entry into the premises constitutes your consent to all contractual provisions of the Membership Agreement.

2. Club Purpose. Choice Social Club is a private adult on-premises social club. You expressly acknowledge that you may see live or simulated nudity or sexual interaction at the Club and you agree that you are not offended by live or simulated nudity or sexual interaction in your presence in private settings. You are aware of the purpose for this Club, and agree that our right to participate in, and be members of, this Club is protected by the Federal Constitution. The Club is operated under Rhode Island law, and only Members and their registered guests may attend Club functions.

3. Eligibility and Membership. Membership in the Club is offered to persons who are at least 21 years old on or before the date that he or she registers as a Member of, or attends an event at or sponsored by, the Club. By agreeing to the terms and conditions of this Membership Agreement, you represent and warrant to us that you are at least 21 years old and are authorized to enter into this Agreement. You also

represent that if you are married, you are attending the Club with your spouse or, if not, you have obtained your spouse's express consent to attend Club functions without him or her and he or she is aware of the nature of the Club and the activities that occur at the Club premises. If you are a law enforcement officer, or other public governmental employee, or are affiliated with such, you will disclose such fact on the Club Membership Application. In the event you become a law enforcement officer or other governmental employee you must immediately update your Club Membership Application to reflect such change. If you are a guest of a Member and a law enforcement officer or other governmental employee, you must disclose such information in writing to Club Management before entering the Club or attending a Club event. If you are a reporter, or in any way a member of the press (print, television, on-line or otherwise), you must disclose such fact on the Club Membership Application. If you are a guest of a Member and a reporter, or in any way a member of the press (print, television, on-line or otherwise), you must disclose such information in writing to Club Management before entering the Club or attending a Club event. You must show valid identification upon arrival at the Club for a Club event.

If we determine or suspect, in our sole discretion, that you have misrepresented your age on the Club Membership Application or otherwise, we may, among other things, terminate your Membership without refund, reimbursement, or credit of your Membership fees. Your Membership is personal to you, and you shall not assign, sell, give, or otherwise transfer your Membership to anyone else. Your Membership in the Club commences on the day that you complete the Club application process that is required to become a Member or renew an existing Membership (including our receipt of applicable Membership fees). Your Membership will automatically expire at the end of its term, unless terminated earlier pursuant to this Membership Agreement. We reserve the right to extend your Membership beyond the Term. We may, in our sole discretion, decide to not to renew your Membership.

Your Membership entitles you to all benefits of attendance at Club events for so long as you are an attendee and Member in good standing. Membership in the Club and permission to attend Club events is contingent on the payment of all applicable fees and the observance of all terms and conditions of this Membership Agreement.

4. Fee & Payments. You agree to pay the Membership fees and any other charges incurred in connection with your Membership in the Club ("Membership Fees") at the rates in effect when the charges were incurred. We will immediately bill all Club charges incurred by you. All fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, in our sole discretion by giving you notice in advance. You are responsible for all fees and charges that you may incur in connection with your use and enjoyment of the Club.

5. Guest Policy. A Member may only bring as many guests to a particular Club event as permitted by such Member's Membership level. Notwithstanding the foregoing, VIP Members may bring as many guests as they would like to Club events. However, each guest may attend only one (1) event per year. Prior to attending a second Club event, all Member guest(s) are expected to pay the Membership Fees and agree to the Membership Agreement. If you bring a guest, the guest must sign a printed copy of this contract before entering the Club and such signature shall not confer Membership status upon such guest but shall constitute a legally binding contract with respect to all provisions herein concerning conduct, waiver of liability, confidentiality, privacy and non-disclosure. Member guest(s) are assumed to have been informed of the nature of the Club, conduct policy and all other terms and conditions herein. A Member assumes full responsibility for notifying its guests of these terms and any subsequent liability for failure to do so.

6. Emails. You understand that from time to time, the Club may send you emails about Club events and you grant the Club permission to contact you via email. At any time you may opt-out of receiving e-mails from the Club by contacting us at <http://www.choice-nightclub.com/contact.php>.

7. Electronic Contracting. You agree that you shall be bound whenever, after having an opportunity to review the terms applicable to registration for a Club event, you click on or check an "Agree", "Accept"

or other similar button or checkbox, at which time an electronic contract shall be formed. You certify that you intend each electronic contract, including the electronic acceptance, to constitute a legal agreement that is valid, binding and enforceable against you.

8. Cookies. Our server may automatically deposit “cookies” on your computer when you enter the Club’s website. Cookies are small files that are sent from the Club’s website server to your computer’s hard drive when you visit the Club’s website. We are able to obtain information from these cookies when you revisit the Club’s website as described below. The type of information that we collect as a result of cookies is specific to the computer used and may include the Internet Protocol address, the date and time the computer visited the Club’s website, the specific parts of the Club’s website that were visited, and indications as to whether or not the web pages requested were delivered successfully. We use the cookie information to make your navigation of the Club’s website less cumbersome and to improve the functionality of the website. You can erase or block this information by changing the settings on your computer, although this may affect your ability to access or use the Club’s website.

9. Confidentiality and Liability for Activities. You hereby agree to maintain the confidentiality of any and all information obtained through attendance at Club events or membership in the Club, including, without limitation, the location of Club events, the identity of Members, the likeness of any Member, or the name, address, or other identifying information of any Member and the activities and occurrences at events hosted, sanctioned, sponsored by, or associated with, the Club (collectively, “Confidential Information”). Membership in the Club is private and all information obtained through attendance at Club events or Membership in the Club is a privilege of membership and attendance, and as such, shall not be disclosed, either during or after the Term to any non-members including, without limitation, members of the press or law enforcement.

If you become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process or order of a court of competent jurisdiction) to disclose any Confidential Information, you shall provide Club Management with prompt written notice and a reasonable period of time (not to exceed 90 days) so it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Membership Agreement. In the event such protective order or other remedy is not timely obtained, or compliance with the provisions of this Membership Agreement is waived, you shall disclose only the minimum amount of Confidential Information that is legally required and shall exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

Choice Social Club makes every effort to protect the privacy of its members. The Club will not share your email address or any other personal information or the Club’s Member database with third parties unless in connection with a change of ownership or management of the Club, a sale or other transfer of the Club to a third party, or if required by court order. Except as set forth above, your identity will be disclosed only if we become aware of your violation of law and it is required that we do so, or it is necessary for the safety of our Membership.

In the event of dissolution of the Club, Club Management may, at its sole discretion and using its good faith judgment that it is in the best interests of the Members, with or without advance notice, disclose Member personal information along with membership and historical attendance data for current and former Members to an entity (and its principals) formed for the purpose of operating an Adult Lifestyles Social Club, provided, however, that such entity is owned or controlled by one or more current or former members of the Club and provided, further, that the principals of such entity agree to be bound by and honor the same or substantially similar confidentiality rules as those provided herein. Such transfer of information shall expressly not create nor imply on the part of such new entity an acceptance of successor liability with regard to the existing Memberships of the Club or other liabilities of the Club to its Members. Additionally, any existing Members may or may not be offered Membership in the new club at the sole discretion of the new club’s management. Should such information be disclosed in

connection with the foregoing, any Member whose information is disclosed may request in writing the deletion of its information from the new entity's records, following which said information shall be destroyed within five (5) business days.

The Club is not responsible for the conduct, acts, or omissions of any Member, or for false or misleading information provided by any Member, and you waive any and all claims, damages, losses or causes of action against the Club arising out of the activities of any Member.

10. Assumption of Risk. YOU ACKNOWLEDGE THAT CLUB EVENTS AND ACTIVITIES OCCURRING AT CLUB EVENTS INVOLVE KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY OR DAMAGE TO YOURSELF, YOUR PROPERTY OR TO THIRD PARTIES. YOU UNDERSTAND THAT SUCH RISKS CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF CLUB EVENTS. BY PARTICIPATING IN ANY CLUB EVENTS, YOU ACCEPT AND ASSUME THE RISK EXISTING IN THAT EVENT AND ANY ACTIVITIES OCCURRING DURING SUCH EVENT AND ELECT TO PARTICIPATE IN SPITE OF THE RISKS, KNOWN OR UNKNOWN.

You agree that neither the Club nor its owners or Members are responsible for your health. You are solely responsible for maintaining and protecting your own health. All interactions between the Members are by mutual consent, and you should take your health into consideration in making decisions relative to such interactions. It is the responsibility of all Members to protect themselves from sexually transmitted and other communicable diseases.

You also recognize that the Club cannot evaluate your physical condition and medical limitations as they pertain to participation in Club events, or use of Club gear or your own gear at Club events. YOU ASSUME ALL RESPONSIBILITY FOR HAVING A THOROUGH MEDICAL EXAM PERFORMED BY A MEDICAL PRACTITIONER OF YOUR CHOICE BEFORE PARTICIPATING IN ANY CLUB EVENTS AND PRIOR TO USING ANY CLUB-PROVIDED GEAR OR EQUIPMENT. YOU ALSO ASSUME ALL RESPONSIBILITY FOR ABIDING BY THE RECOMMENDATIONS OF SAID MEDICAL PRACTITIONER, INCLUDING, BUT NOT LIMITED TO, AS THEY PERTAIN TO LIMITATIONS ON PARTICIPATION IN CLUB EVENTS AND USE OF CLUB-PROVIDED GEAR OR EQUIPMENT. YOU ASSUME ALL RESPONSIBILITY FOR THE WORKING CONDITION (OR LACK THEREOF) OF GEAR OR EQUIPMENT THAT YOU PROVIDE. YOU ARE RESPONSIBLE FOR INSPECTING ALL GEAR AND EQUIPMENT SUPPLIED BY THE CLUB AND IMMEDIATELY INFORMING A MEMBER OF THE CLUB STAFF OF ANY QUESTIONS YOU MAY HAVE ABOUT THE USE OR CONDITION OF SUCH CLUB-SUPPLIED GEAR OR EQUIPMENT.

11. Representations.

YOU HEREBY REPRESENT TO US THAT:

You are at least twenty-one (21) years of age at the time of acceptance of this Membership Agreement;

All identifying information provided by you in connection with the Club Membership Application and this Membership Agreement is accurate;

Except as otherwise fully disclosed in writing to Club Management, you do not serve in any capacity as a law enforcement officer, investigator, inspector, agent, employee or informant of any municipal, county, state, or federal governmental agency or department. Further, if you are a member of law enforcement as described above, you expressly represent that you are attending a Club event for the sole purpose of personal entertainment and are not acting or attending in any official capacity and not attending at the request or demand of, or as an employee of, any such agency or department;

Except as otherwise fully disclosed in writing to Club Management, you are not a reporter, employee, investigator, independent contractor or informant associated with, assisting or employed by any

broadcast, print, internet or other news or entertainment media nor any organization which disseminates information in any way to the general public. Further, if you are a member of the press as described above, you expressly represent that you are attending a Club event for the sole purpose of personal entertainment and are not acting or attending in any official capacity and not attending at the request or demand of, or as an employee of, any such media or organization;

Your application for Membership in the Club is made in good faith for the sole purpose of obtaining Membership in the Club and participating in Club events, and not for any other purpose; and

YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS AGREEMENT, AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

12. Member Conduct.

No Member shall drink alcoholic beverages to excess. No alcohol shall be sold or otherwise transferred in violation of law on Club premises. Your alcohol intake is not monitored by the Club and you release and hold harmless and indemnify the Club from any damages that may occur due to your consumption of alcohol at the Club whether that be while operating a motor vehicle or otherwise.

No weapons of any kind are permitted on Club property unless you are a uniformed police officer and are on duty and identify yourself as such. Possession of weapons is grounds for immediate termination of Membership.

No gambling is allowed at Club events.

No harassment, sexual or otherwise, will be permitted in the Club. Any such harassment shall be immediately reported to Club management. If the complaint is justified, the offending party's Membership may be immediately terminated.

No prostitution or illegal solicitation for sexual activity is allowed, or will be tolerated. If you are approached for such illegal activity, you will notify Club management immediately, and the offending party's Membership will be immediately terminated.

If you intentionally or unintentionally violate any applicable local, state, or national law, regulation, rule or policy while participating in Club events your Membership will be immediately terminated.

If you become disorderly and are asked to leave, you will do so immediately, and quietly. Your Membership may be immediately terminated if you fail to do so. If you are asked to leave more than once in any twelve-month period, your Membership will be immediately terminated.

Not all members are invited to all Club events. The Club reserves the right to have private parties and will determine the guest list based on the activity, and you agree that this is reasonable and desirable for the Club.

The rules of the Club may be modified at any time at the discretion of the Club's management.

You will not bring into the Club a camera or other recording device of any kind nor use any surveillance, photographic, camera, camera phone, video, digital, audio or other recording (audio or visual) or similar devices at any Club event.

You will not copy or otherwise divulge or disclose any information or photograph contained on our website.

You will not disclose in any print, broadcast, television, radio, or other form of media, the address, location, or Membership of the Club, or any information regarding any Members of the Club.

You will not discuss the Club with any newspaper, magazine, television station, radio station, reporter or journalist.

If you are employed by, or associated with, any news or investigative organization, and you violate any provision of this Membership Agreement, you agree that both you and the news or investigative organization in which you are affiliated shall be jointly and severally liable for damages resulting from such violation. Because determination of the amount of such damages would be difficult to ascertain, you agree, individually and on behalf of the news or investigative organization with which you are affiliated, that liquidated damages in the amount of one million dollars (\$1,000,000) are reasonable, and such damages shall be paid in certified funds before publication or broadcast of any report you or the news or investigative organization with which you are affiliated prepare or participate in publishing or broadcasting. In the event prior payment of such damages is not made, and litigation is necessary, you and the news or investigative organization in which you are affiliated agree that Red Door Operations LLC shall be entitled to recover from you not only such liquidated damages amount but also its attorney's fees and costs expended, as well as interest on such liquidated damages amount at the lesser of (i) the rate of twenty-one percent per annum, or (ii) the maximum rate permitted by applicable law, from the date of publication or broadcast until payment is made.

You will not impersonate any person by falsely stating or otherwise misrepresenting your identification or affiliation with another person or entity.

You will not disseminate any information related to the Club or its Members which in any manner violates the statutory or common law privacy rights of other Members.

Violation of applicable rules of conduct in this section may result in you being reported to appropriate law-enforcement agencies. The provisions of this section shall survive the voluntary or involuntary termination of your Membership, are contractual, and not a mere recital.

13. Release and Indemnity. You agree to release, waive, discharge, defend, indemnify, and hold the Club, its subsidiaries, affiliates, officers, employees, agents, representatives, Members and other third parties harmless from all liabilities, losses, damages, costs, and expenses (including attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising in connection with your Membership in the Club, your use of the Club facilities, your attendance at any Club event, and/or your violation of this Membership Agreement, any law or the rights of any third party.

You acknowledge that hazards are inherent in Member activities, and hereby assume all risk of injuries, illness, or damages including but not limited to bodily injury, pregnancy, disease strains, heart attack, or other ailments incidental to such activities and to the use of equipment involved in such activities. You hereby forever for yourself, your heirs, executors and administrators absolve, release and waive any and all liability, claims or demands against the Club, its owners, subsidiaries, affiliates, officers, employees, agents, representatives, and each and every Member which may arise out of, or be related to, any injury, damage or pecuniary loss by reason of such Membership or participation in any Club event or Member activity.

Members' guests are deemed to have been informed of such general hazards by the Member and deemed to have understood and accepted these same terms of participation. Members assume full responsibility for notification of these terms to their guests and any subsequent liability for failure to do so.

The Club is not responsible for damaged, lost or stolen property. You agree that it is your responsibility to secure your valuables. You agree and understand that the lockers are provided as a convenience only and that no guarantee of security is intended or conveyed by virtue of you being allowed to utilize the lockers.

14. Absolute Right to Suspend or Terminate Your Membership in the Club. You may terminate this Membership Agreement and your right to use the Club and its facilities at any time by sending mail to Choice Social Club, PO Box 9170, Providence RI 02940. Although you may terminate your right to use the facilities of the Club, your Membership may not be cancelled (it may only expire), and you will not be entitled to any refund, reimbursement, or credit of your Membership Fees.

You agree that we, in our sole discretion, may deny you access to Club events and/or suspend or terminate your membership in the Club, and your use of any or all of the facilities of the Club, if we (i) believe in our sole discretion that you have violated this Membership Agreement or the Club Membership Application, (ii) determine, in our sole discretion, that your continued Membership is not in the best interests of the Club and its other Members, or (iii) determine, in our sole discretion, that you are at any time intoxicated or under the influence of any illegal substance, all without notice or liability to you or anyone else. You agree that any termination of your access to the Club under any provision of this Membership Agreement may be effected without prior notice. You also agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to the Club. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Club.

15. Proprietary Rights. The name “Choice Social Club”, the name “Choice”, and the phrase “Endless Possibilities...Only One Choice” are service marks of Red Door Operations, LLC. Unauthorized use of any trademark, service mark or logo of Red Door Operations, LLC may be a violation of domestic and foreign trademark laws. Red Door Operations, LLC and/or its affiliates own all intellectual property rights in the Club website.

You acknowledge and agree that the Club website and any necessary software used in connection with the Club website or the Club are or contain proprietary and confidential information that is protected by applicable intellectual property and U.S. and international copyright laws. You agree not to access the Club website by any means other than through the interface that is provided by the Club for use in accessing the Club website or use the Club website for any purpose inconsistent with the terms of this Membership Agreement. If you do not comply with the provisions of this Section, we reserve the right, in addition to all rights at law and in equity, to terminate your Membership in the Club without refund, reimbursement, or credit of any Membership Fees.

16. Limitation of Liability to Amount Paid by You. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTANGIBLE LOSSES, RESULTING FROM: (A) ANY USE OR INABILITY TO USE THE CLUB FACILITIES INCLUDING, WITHOUT LIMITATION, DISRUPTION ARISING FROM ANY CAUSE; OR (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL INFORMATION OR MEMBERSHIP DATA. IF WE ARE ADJUDGED TO BE LIABLE BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION TO YOU FOR ANY REASON WHATSOEVER, YOU AGREE AND UNDERSTAND THAT YOU MAY NOT RECOVER DAMAGES IN EXCESS OF THE AMOUNT OF MEMBERSHIP FEES THAT YOU ACTUALLY PAID TO US DURING THE YEAR IN WHICH THE EVENT OCCURRED THAT GAVE RISE TO OUR LIABILITY. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE CLUB MEMBERSHIP TO YOU.

17. Arbitration. Any controversy or claim arising out of or relating to this Membership Agreement or the Club, whether between (i) you and the Club, or (ii) you and another Member shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be

stipulated confidential, conducted in the City of Providence, Rhode Island, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary in the foregoing, the Club may obtain from a court any interim or provisional relief that may be necessary to protect the Club's rights or property.

18. False Information. You must provide the Club with accurate, complete, and updated information (the "Registration Information"). If you provide us with any Registration Information or other information that is not truthful, complete, or up-to-date, or if we have grounds to suspect that any of it is not truthful, complete, or up-to-date, then we may suspend, terminate, or take any other legal action with respect to you and/or your Membership. The Club reserves the right to cancel or decline membership in the event the information supplied in connection with an application for membership (i) is false or materially misleading, or (ii) fails to disclose any information which, in the sole opinion of the Club, had such information been disclosed at the time of application would have materially affected the eligibility of the applicant for Membership. The Club also reserves the right to cancel or decline Membership in the event any investigation reveals unacceptable background information.

19. Severability of Agreement; Conflict. If a court or an arbitrator of competent jurisdiction determines that any provisions or conditions of this Membership Agreement are illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions (or portions of them) and obligations shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If there is a conflict between the provisions of the Club Membership Application and this Membership Agreement, the terms of this Membership Agreement shall prevail.

20. Waiver. The failure of the Club to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered to be a waiver or deprive the Club of the right thereafter to insist upon strict adherence to such term or any other term of this Membership Agreement. In order to be effective, any waiver must be in writing, signed by a duly authorized agent of the Club and delivered to the Member.

21. Governing Law and Miscellaneous. This Membership Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Rhode Island (exclusive of the choice of law rules thereof). The Club reserves the right to interpret the terms and condition of this Membership Agreement, and the application thereof, in its sole and absolute discretion. This Membership Agreement and all documents incorporated by reference constitute the entire agreement between the Club and you with respect to the Club. Sections 9, 10, 13, 15-17 and 21 hereof shall survive termination of this Membership Agreement for any reason. No amendment to this Agreement by you will be binding unless in writing signed by an authorized representative of the Club.

If you are accepting this Membership Agreement as a couple (as evidenced by the information associated with your membership number or the information submitted on your membership application), by clicking the "I Accept this Agreement" box below you hereby represent that you are accepting this Agreement on your own behalf and have been duly authorized by the non-clicking individual to accept the terms of this Agreement as his/her agent and both individuals constituting such couple shall be deemed to have agreed to all terms and conditions of this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING MEMBERSHIP AGREEMENT AND UNDERSTAND IT. BY CLICKING THE "I ACCEPT THE MEMBERSHIP AGREEMENT" BUTTON BELOW, YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, AND YOU CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS. BY CLICKING THE "I DECLINE THE MEMBERSHIP AGREEMENT" BUTTON BELOW, YOU ARE REJECTING THIS AGREEMENT AND YOUR MEMBERSHIP OR APPLICATION FOR MEMBERSHIP IN THE CLUB AS APPLICABLE SHALL IMMEDIATELY TERMINATE.