



MEMBERSHIP AGREEMENT United Kingdom

Date of Membership Membership Ref

This Membership Agreement is entered into as of the date first written above between the undersigned member(s) (the "Member(s)") and Freedom as defined in the table below, pursuant to the provisions herein and the Membership Terms and Conditions (the "Terms") which are incorporated herein. The Member(s) and Freedom are each a "Party" and together are the "Parties".

Agreement with Freedom Boat Club at Aquatic of Windermere, The Quays, Glebe Road, Bowness-on-Windermere, LA23 3HE. Email: windermere@uk.freedomboatclub.com Telephone 01539 44 21 21

MEMBER

First Name Surname

Address

.....

.....

Post Code Email Phone.....

Emergency Contact Name

Emergency Contact Phone

Membership type

Entry Fee (inclusive of VAT)

Monthly Membership fee (inclusive of VAT)

- 1. Membership Access.** Pursuant to this Agreement, including the Terms incorporated herein, Membership affords the Member(s) with non-exchangeable and non-transferable reservation privileges within the Club, as described in the Terms. The Membership is non-transferable.
- 2. Membership Term.** The Membership will commence on the Entry Date indicated above and shall continue from month-to-month until the earlier of: (i) the Member(s) giving 30 days' written notice terminating the Membership; or (ii), the Agreement being terminated in accordance with the Terms (the "Membership Term"). Member(s) agrees to be bound by the provisions of this Agreement, including the Terms as modified by Freedom, from time to time and during the entirety of the Membership Term.
- 3. Entry Fee.** Upon execution of this Agreement, Member(s) agrees to pay Freedom, a non-refundable entry fee as defined above (the "Entry Fee"). The Entry Fee is non-refundable at any time under any circumstance(s).
- 4. Monthly Membership Fees.** In addition to the Entry Fee, upon execution of this Agreement, Member(s) agrees to pay Freedom a monthly membership fee as defined above to be applied to the first month's fees ("Membership Fees"). Thereafter, Member(s) shall pay Monthly Membership Fees as per the payment terms of the Club, twelve months of the year. The Monthly Membership Fees will remain fixed at this amount for 24 months, after which the Membership Fees may be increased once each year by up to 5%, at the discretion of Freedom. Note that any tax amount may change in the event there is a change in applicable tax rates. The Membership Fees may not be refunded at any time under any circumstance(s)

BY EXECUTION OF THIS AGREEMENT, Freedom and Member(s) agree to always comply with the provisions of this Agreement as well as the Terms which have been given to Member(s) and are part of this Agreement

I consent to allow Freedom to provide my personal information to third party vendors for marketing and sales activities in accordance with section C9 of terms and Conditions.

Member:..... Date

HOUSEHOLD MEMBERSHIP AGREEMENT United Kingdom

A member is allowed to link up to two nominated household members to the membership, these household members will enjoy many of the privileges of the member as may be detailed by the home club.

In signing this document as a household member agrees to abide by all the terms, rules and regulations agreed by the Member.

HOUSEHOLD MEMBER NO 1

First Name

Surname

Address

..... Post Code.....

EmailPhone

Emergency Contact Name.....

Emergency Contact Phone

Signed

HOUSEHOLD MEMBER NO 2

First Name

Surname

Address

..... Post Code.....

EmailPhone

Emergency Contact Name.....

Emergency Contact Phone

Signed

It is the policy of Freedom to make sure that these documents contain everything that is agreed with the Member. Accordingly, Freedom asks each Member to list any promise or representation on which they are relying when signing this Agreement. If there are none, Member(s) shall write the word "NONE"

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Member Date

Signed by the responsible Freedom Boat Club Officer

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FREEDOM BOAT CLUB AT AQUATIC WINDERMERE
THE QUAYS, GLEBE ROAD, BOWNESS-ON-WINDERMERE, CUMBRIA LA23 3HE UK
T: +44 (0) 1539 44 21 21 freedomboatclub.co.uk



MEMBERSHIP TERMS AND CONDITIONS FREEDOM BOAT CLUB

Version 1 June 2022.

These Membership Terms and Conditions (the "Terms") establish the terms and conditions for membership in furtherance of the Membership Agreement (the "Agreement"), by and between Freedom (as defined in the Agreement) and the undersigned member(s) (the "Member(s)"). The Terms are subject to modification at any time by Freedom.

A. MEMBERSHIP

- 1) **ELIGIBILITY.** In order to be a Member(s) in good standing and therefore eligible to reserve or operate a boat at Freedom (a "Freedom Boat"), an individual must:
 - a) be a Member(s) of Freedom (have executed a Member Agreement),
 - b) be 21 years of age or older,
 - c) have the licenses as required under local law
 - d) have successfully completed the New Member training (as outlined in Part B 4.a) of this Agreement,
 - e) have paid all amounts then due to Freedom, and
 - f) be in compliance with all terms of the Agreement and the Terms.

- 2) **SUSPENSION OR IMMEDIATE TERMINATION.** Without prejudice to Freedom's other rights by virtue of law or the Agreement (including the terms), Freedom may suspend the Membership by prohibiting a Member(s) from reserving or operating a Freedom Boat and/or may immediately terminate the Member(s)' Membership (as defined in the Agreement) if Member(s), in the sole discretion of Freedom:
 - a) Has a delinquent account;
 - b) Allows a non-member to operate a Freedom Boat
 - c) Operates a Freedom Boat in an impaired condition including use of alcohol or drug
 - d) Uses inappropriate language or behaves in a discourteous manner, or demeanor, which is unbecoming towards another Freedom Member, Member(s)' party, or Freedom employees
 - e) Has frequent boating mishaps, reckless operation, or repeat late arrivals;
 - f) Fails to adhere to the Rules and Regulations of Operation ("**Rules**");
 - g) Engages, or uses a Freedom boat, in a business, illegal or activity injurious to Freedom or any activity other than leisure
 - h) Fails to notify the Club of any incident occurring on the Freedom Boat, its crew or occurring to third parties
 - i) Uses a Freedom Boat, or authorizes or permits to third parties, for illegal or immoral purposes or that violate the laws of any jurisdiction through which the Freedom Boat is navigating.
 - j) Fails to notify the corresponding authorities and the Club of any pollution incident or damage caused to the environment related to the Freedom Boat.
 - k) For minor damage incidents to the Freedom Boat, any incident where the Member is responsible for the injury or death of any person or any substantial or intentional damage to the Freedom Boat or other boats.
 - l) The use of the Freedom Boat in breach of any of the terms and conditions specified in this Member Agreement and/or in the insurance policy contracted for the use of the Freedom Boat.
 - m) Fails to return the Freedom Boat on time at least two times during one year.

- 3) **RESERVATION PRIVILEGES.** Member(s) shall be provided with a login and password for access to the online reservation system for Freedom Boats at: <https://boatreservations.freedomboatclub.com>. Unless restricted due to local conditions reservations are generally available to the Members. Subject to the limitations below and of the Club, Member(s) shall be entitled to reserve a Freedom Boat as follows:
 - a) **Sessions:** A "Session" is a period of use of one Freedom Boat as defined by the local Club and as shown in the reservation system.
 - b) **Number:** At any given time, the Member(s) holding the Membership are permitted to have a total aggregate number of reserved Sessions ("**Reservations**") as per the rules of the Club. Household Member(s) may have only one Reservation per Session.

- c) **Weekend Sessions:** At any given time, the Member(s) holding the Membership are permitted to have a total aggregate number of reserved Weekend Sessions ("**Weekend Reservations**") as defined by the Club.
 - d) **Advance Reservations:** Reservations may be scheduled up to six (6) months in advance.
 - e) **Availability:** Reservations are subject to availability and managed on a first-come, first-served basis. Selection of Sessions and Freedom Boats will be limited and are not guaranteed.
 - f) **Club:** Except as set forth below, Member(s) will only be able to reserve Sessions in the "Club" designated in the Agreement.
- 4) **RESERVATION WAITLIST.** After a Freedom Boat is reserved for a particular Session, Freedom shall maintain a waitlist. Using the online reservation system, a Member(s) can add themselves to an unlimited number of waitlists at any location, unless defined otherwise by the rules of the local Club and/or membership type.
 - 5) **SAME-DAY USAGE.** Additionally, Member(s) may have unlimited use of Freedom Boats on an as-available, stand-by, same-day usage basis, except on days when Freedom is closed. Member(s) may call the dock location on the morning of desired use to check availability.
 - 6) **OPERATION TIMES.** Freedom and/or the Club will inform its members in advance about any planned holidays that Freedom will be closed. Notwithstanding Section 4, above, each location will set its own operating hours, which are subject to change based upon marina requirements, weather, and local boating conditions. Seasonal locations will be open as weather and other factors permit.
 - 7) **LOCATIONS AND AVAILABILITY.** Freedom and/or the Club retains the right to add, reduce, and move both Freedom Boats and club locations. Freedom also retains the right to close a club location on certain days and reduce operational hours seasonally. To the extent permitted by the law, failure to use Freedom Boats shall not relieve Member(s) of the obligation to pay Monthly Fees.
 - 8) **LATE ARRIVAL.** Unless the Club rules provide otherwise if a Member(s) anticipates arriving later than one hour after a Reservation's scheduled start time, the Member(s) must indicate at the time the Reservation is scheduled or call the dock to advise of a delayed arrival, such late arrival does not add to the time of the boats return but subtracts from the voyage time. If a Member(s) fails to provide timely notification of delayed arrival, the Reservation may be cancelled in favor of a Member(s) standing by or a Member(s) on the waitlist.
 - 9) **NO SHOW FEE.** In accordance with Club rules, if a Members fails to cancel in time and does not show up at all for a Reservation, a no-show fee may be charged for failure to cancel a reservation, regardless of whether or not the Boat was allocated to a waitlisted Member.
 - 10) **LATE RETURN.** If a Member(s) fails to timely return a Freedom Boat by the end of the Session, Freedom may charge a late fee in accordance with Club rules per half-hour or part thereof.
 - 11) **OVERNIGHT BOAT USE.** Subject to applicability under the Club rules, a Member(s) may request to retain a Freedom Boat overnight by making online Reservations for the same Freedom Boat during two consecutive Sessions. Freedom has sole discretion to determine whether to accept or decline a Member(s) request to retain a Freedom Boat overnight.
 - 12) **RECIPROCAL BOAT USAGE.** (if applicable for your membership plan): Each Club is an independent business. An agreement between Club owners allowing for reciprocal boat usage allows Member(s) to use Freedom Boats in clubs other than the Club in which the Member(s)' Primary Location is located (a "Reciprocal Club") on an as-available basis, with no more than four (4) Sessions per location per year. Before using a Freedom Boat in a Reciprocal Club, Member(s) must make a reservation through the web-based online reservation system. When using a Freedom Boat in a Reciprocal Club, Member(s) shall abide by the Rules of Operations, and Legal Terms and Conditions that apply in that Reciprocal Club, which may differ from the Terms of the Agreement set forth by Member(s)' Club, and may require additional training, which may require additional fees. Not all Boats in a Reciprocal Club may be available for use.
 - 13) **HOUSEHOLD MEMBERSHIP.** The Membership and its privileges may, subject to approval by the Club, be extended to 2 nominated Household Members of the Member. The Member acknowledges and agrees that he is jointly and severally liable for any payment obligations, including those of the Household Member. Moreover, the Membership may be suspended and/or terminated for both the Member and the Household Member as indicated sub clause A.2 above, irrespective of whether the infraction pertains to the Member or the Household Member. Upon the death of the Member the Membership interest, rights, and obligations may pass to a Household Member listed on the Membership agreement. Should the Household Member wish to continue with the Membership Agreement, the first Membership agreement shall be terminated and a new agreement shall be put into place with the Household Member who will be named as the Member in the new agreement. The canceled agreement's obligations and fees, including the Entry Fee, are transferred to the new agreement and the new Member is entirely responsible for any unpaid fees, costs, or expenses.

- 14) **TRANSFERABILITY OF MEMBERSHIP.** The Membership and its privileges shall not be transferable by Member(s) to any other person or entity. A Member(s) in good standing for one year or more may, however, change the Member(s)' Primary Location to a location in another Club by paying a transfer fee to the Club owner holding the rights to the Club into which the Membership is being transferred, executing a membership agreement with the Club owner with rights to the Club where the new Primary Location is located, and thereafter paying monthly fees at the rate then in effect in the Club into which the membership is being transferred (a "Membership Transfer"). The Member(s) is responsible to initiate the Membership Transfer by contacting the Member(s)' Primary Location. All Membership Transfers are subject to availability at the Club to which a Membership is to be transferred.

B. RULES OF OPERATION

In presenting these Rules of Operation to you, as a Member(s) of a Freedom Boat Club location, we have three primary responsibilities that we uphold to the best of our abilities: your safety, the safety of others around you and the effective preservation of our company and its employees. These are the factors that were and will continue to be paramount in our adaptation of these Rules.

- 1) **ELIGIBILITY.** In order to reserve or operate a Freedom Boat in the Club, you must be a Member(s) in good standing in your home Club and be certified as indicated below and as required by law and vessel type.
- 2) **IMPAIRED OPERATION PROHIBITED.** Operation of a Freedom Boat in an impaired condition is strictly prohibited and shall result in the suspension or termination of Member(s)' Membership under conditions provided in Section A2, as deemed appropriate in Freedom's sole and absolute discretion. Additionally, Member(s) are advised that the insurance coverage provided to Member(s) severally limits or eliminates coverage for claims when alcohol or drugs are a contributing factor. All legal obligations in this regard shall be enforced to the full extent of the law, which may include significant fines and/or jail time.
- 3) **UNDERSTANDING OF RISKS.**
 - a) **Member(s)** recognizes that the operation of a boat is an inherently dangerous activity with risks and dangers including but not limited to changing weather, tidal or water current conditions; impact or collision with boats or other water-based conveyances or hazardous, other persons, water-way bottom, hidden and/or submerged obstacles; prolonged exposure to cold water, solar radiation, dehydration, hypothermia; drowning and negligence of other persons. Operation of a boat requires training and experience and has both obvious and non-obvious dangers associated with it.
 - b) **Member(s)** acknowledges that many such dangers produce increased risk of physical injury and/or death to Member(s), Member(s)' passengers, and the public in general regardless of the training and experience of the operator of the boat and regardless of the proper maintenance and condition of the boat.
 - c) **Member(s)** recognizes that it is vitally important that they comply with the Terms of Membership and this Agreement.
- 4) **BOAT USAGE.** Boat usage is subject to the following requirements and restrictions.
 - a) **Training.** Member(s) must have successfully completed the required training level, being RYA Powerboat Level 2. and a competent orientation of the operational area prior to reserving any Freedom Boat.
 - b) **Check-out and Check-in.** Before and after boating, a Member(s) must complete the Check Out and Check In procedures.
 - c) **Condition of vessel.** It is the Member(s)' responsibility to return each Freedom Boat in the same condition as when it was checked out, i.e., in shipshape condition. Fish may not be cleaned onboard any Freedom Boat, unless the Club authorizes as such.
 - d) **Fishing.** Fishing is only permitted on designated boats.
 - e) **Restricted Access.** Irrespective of training level, under certain circumstances including but not limited to weather and/or water conditions, Member(s) may be restricted from taking a Freedom Boat into certain areas without permission from the dock manager on duty the day of boating. Dock staff and Freedom employees have the authority to restrict boat operations in a particular area at any time.
 - f) **Water Sports.** Water-sports activities such as water-skiing, knee boarding, wake boarding and tubing are only allowed from specific Freedom Boats. If unsure, check with the reservationist or with the dock manager.
 - g) **Pets.** Unless local Club rules state otherwise, Pets are allowed on Freedom Boats but must be under proper control at all times. Any damage caused by a pet will be charged to the Member(s). Freedom reserves the right to refuse access of any aggressive animal.
 - h) **Commercial use.** Under no circumstances may Freedom Boats be used for any commercial purpose.
 - i) **Applicable Law And Regulations.** When using, operating and utilizing the boat Members must comply with any and all applicable law and regulations in relation to the use of the Freedom Boat (including but not limited to specific rules relating to the use of local waterways).

5) PROHIBITED USE OF THE BOAT BY THE MEMBER(S) OR HOUSEHOLD MEMBERS.

Member(s) agree and acknowledge that neither any Member(s) nor any of the passengers onboard shall:

- a) not use the Boat or allow it to be used for commercial or illegal purposes;
- b) not use the Boat for carrying passengers for remuneration;
- c) not use the Boat for carrying cargo for remuneration;
- d) not use the Boat to tow or push any boat, or other object;
- e) not use the Boat in restricted and/or sanctioned waters, being restricted by the Freedom Club or by any other regulations
- f) not use the Boat for shipping, transferring, loading or unloading goods;
- g) not use the Boat for carrying any object or any substance (i.e. fish) which, because of its condition or smell may harm the Boat and/or delay Freedom to maintain the Boat and prepare for the other Member's usage or reservation;
- h) not use the Boat to take part in any race, rally, test or other contest;
- i) not to use the Boat in contravention of any national or international sea or sailing regulations;
- j) not to use the Boat for sub-renting in any way;
- k) not use the Boat for training activity;
- l) not permit the use of the Boat by any minor, anyone who may legally is intoxicated or under influence of alcohol, drugs or other absorbed substance which may adversely affect a person's ability to drive or control the Boat or anyone other than Members or the passenger who have signed the consent form prior to getting aboard
- m) not use the Boat to carry for any purpose that could be properly charged as a crime such as the illegal transportation of persons, drugs or contraband or any direct or indirect act of terrorism involving the causing or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or part for political, religious, ideological or similar purpose; and
- n) not to use the Boat to carry hazardous materials (other than customary quantities of materials used in the operation of the Boat that are stored within the containers provided for them), explosives, biologically active materials that are hazardous to human health or the environment, radioactive material including, but not limited to, any biologically active or radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto.

6) RESPONSIBILITY. The Member(s) shall be solely and exclusively responsible for any loss or damage to a Freedom Boat or accessory equipment from the time of check-out up to and including the time of proper check-in. At no time shall Member(s) allow anyone other than a Member to operate any Freedom Boat. Any damage that occurs while a Freedom Boat is in Member(s)' possession will be noted at check-in, and the cost of repair will be charged to Member(s). However, some damage, particularly damage to the engine (i.e., damage caused by running the engine with rope or line entangled in the prop or at a high rpm), may not be realized at the time of check-in in the presence of the Member. If damage is discovered after check-in and the Member(s) is responsible of said damage, the Member(s) will be informed of the related damage and provided by Freedom with the related evidences, and will be billed for all costs of repair to restore the Freedom Boat to the same condition as originally delivered to Member(s). At Freedom's sole discretion, Freedom shall require the Member(s) to attend a meeting to discuss the damage and/or take any other action deemed necessary, including suspension or termination of Member(s)' Membership. For the avoidance of doubt, these limitations do not apply to claims not covered by insurance.

7) PARKING. Due to the limited parking at some locations, there may only be accommodations for one vehicle per Reservation. It is Member(s)' responsibility to check the website and/or reservation system for any restrictions. Member(s) shall be respectful of other members and local businesses when parking.

8) TOWING. Freedom will be responsible for reasonable towing charges i.e., mechanical failures, other service issues, etc. Member(s) shall be responsible for all towing charges which member(s) will be informed about - necessitated due to an error of the Member(s) and/or of Member's guest(s) including but not limited to grounding. Member(s) is strictly prohibited from taking another Freedom Boat under tow without the Club's prior consent. Any damages caused as a result of same is not covered by Freedom's Hull & Machinery insurance.

C. SPECIFIC COUNTRY LEGAL TERMS AND CONDITIONS

1) RESPONSIBILITY FOR LIABILITY AND DAMAGE.

- a) Member(s) are solely responsible for the Freedom Boat, the safety of all persons and property on board a Freedom Boat, and all persons who may come in contact with the Freedom Boat at all times, from the moment Member(s) take over possession of the Freedom Boat, until they return it to a Freedom employee (check-in). This includes damage that may not be evident at check-in. All Freedom Boats must be returned in the same state as when provided to the Member(s), fair wear and tear excepted.
- b) Member(s) acknowledges that Freedom is not responsible for claims resulting from or arising out of (i) the acts or omissions, including negligence, of any third parties; or (ii) Member(s)' operation of the Freedom Boat and related water sport activities even if such activities are permitted on the Freedom Boat.
- c) Provided any damage or loss does not arise from a breach of this Agreement, intentional damage or gross negligence, Member(s)' liability to Freedom is limited to the greater of either 2% of boat's insured value or £2,500.00 for each covered claim (plus VAT) (the Excess) under Freedom's Hull & Machinery insurance policy. Freedom's policy makes Member(s) an additional insured.
- d) At check-in Member(s) should report any damage of which they are aware, any other damage will be noted, and the cost of repair will be charged to Member(s). However, some damage, particularly damage to the engine (i.e., damage caused by running the engine with rope or line entangled in the prop or at a high rpm), may not be realized at the time of check-in. If damage is discovered after check-in and Freedom deems the Member(s) to be responsible, the Member(s) will be billed for all costs of repair to restore the Freedom Boat to the same condition as originally delivered to Member(s).
- e) If, there is no insurance cover due to a breach of this Agreement, intentional damage or gross negligence, Freedom reserves the right to charge, on an indemnity basis, for all losses up to the full Freedom Boat value and costs. The Member(s)' liability to Freedom may include (among others): cost of repairs, loss of rental income, towing and storage charges, loss of value in the Freedom Boat and an administration charge.
- f) If there is damage but it is less than the amount of the Excess, Member(s) will have to pay the cost of repairs and an administration fee. If Freedom cannot assess the cost of the repairs at the time of damage notification, Freedom will bill Member(s) for the full Excess and refund the difference after the repairs have been completed.
- g) At Freedom's sole discretion, Freedom may require the Member(s) to attend a meeting to discuss any damage that has occurred and/or take any other action deemed necessary, including suspension or termination of Member(s)' Membership.

- 2) **STATUS.** The Agreement and the Terms give Member(s) a limited, revocable license for the use of Freedom Boats during Sessions reserved by Member(s) in accordance therewith. Member(s) acknowledges that nothing contained therein is intended or shall be construed to create any rights of ownership, legal or equitable, in Freedom, its stock, or its assets, including Freedom Boats. For the avoidance of doubt, a Reservation shall apply to any Freedom Boat, not to any specific identifiable Freedom Boat or a particular type of Freedom Boat. Regardless of the specific Reservation Freedom may provide Member with any type or sort of freedom Boat, other than indicated in the Reservation (or Freedom's confirmation thereof).

- 3) **COMPLIANCE WITH LAWS AND ORDINANCES.** Parties shall comply with all applicable laws, ordinances, orders, and regulations now in force or which may hereafter be in force insofar as they pertain to the use, operation, and utilization of boats. Parties shall also comply :

- a) all requirements of any insurance companies providing insurance for Freedom Boats; and
- b) the rules and regulations of any marina or other docking facility in which Freedom Boats are located.

- 4) **DEFAULT.** Each of the following shall constitute an event of default by either Party under the Agreement:

- a) failure by Member(s) to pay the full amount of any payment obligation hereunder when due,
- b) failure of either Party to abide by and adhere to these Terms, as well as any rules or regulations of the marina where Freedom Boats are docked, as now in effect or as hereafter amended,
- c) the failure or inability of the Member(s), as determined by Freedom, in its sole discretion, to operate a Freedom Boat in a safe, alert, and cautious manner by,
 - I. exercising due caution to protect the boat and engine from damage,
 - II. maintaining any operational requirements or limitations published by Freedom,
 - III. in a manner that does not pose a nuisance upon the seas,
 - IV. in a manner that does not pose substantial risk of personal injury, death and/or property damage
- d) failure by Freedom to provide the services to be offered as per the Agreement and subject to its limitations.

No waiver by a Party with respect to any prior default shall constitute a waiver of the other Party's rights with respect to any subsequent default.

- 5) **REMEDIES ON DEFAULT.** Upon the occurrence of any event of default by Party contained in section C4 of this agreement, the other Party may (a) elect to terminate the Agreement as per section A2 of this Agreement and/or (b) exercise any other legal or equitable remedies available to Freedom in the event of Member(s)' default such as failure to pay the Fees that are due to Freedom or any costs and expenses that Freedom incurred in line with the due payments.
- 6) **JURISDICTION AND APPLICABLE LAW.** The Agreement shall be governed by, and be construed in accordance with, the laws of England and Wales. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be referred to the Courts of England and Wales. The Parties expressly waive any jurisdiction to which they may be otherwise entitled.
- 7) **LIMITATIONS OF LIABILITY AND WAIVER OF WARRANTIES.**
- a) Freedom does not exclude or limit in any way its liability to Member(s) where it would be unlawful to do so. This includes liability for death or personal injury caused by Freedom's negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of Member(s) legal rights in relation to the membership
 - b) Subject to paragraph a) above:
 - I. Freedom is responsible to Member(s) for foreseeable loss and damage caused by Freedom but is not responsible for any loss or damage that is not foreseeable.
 - II. Freedom is not liable for any losses that were not caused by a breach of this Agreement by Freedom.
 - II. Freedom is not liable for business losses. Freedom only supplies the membership for domestic and private use.
 - III. Freedom will have no liability to Member(s) for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - IV. Freedom's total aggregate liability arising out of or resulting from the agreement, these terms, the membership, Members' use of any Freedom Boat, or any other dealings between Member(s) and Freedom, shall not exceed the total amount paid to Freedom by Member(s) under the Agreement.
- 8) **FORCE MAJEURE.** Freedom shall be excused from performance, or any delays in performance hereunder, due to weather condition, fire, flood, earthquakes, hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor disputes, pandemic, epidemic, lack of or failure of fork-lift or transportation facilities, mechanical breakdowns, any law, order, proclamation, regulation or ordinance of any government or subdivision thereof, or for any other cause whether similar or dissimilar to those enumerated, beyond the reasonable control of either party, as foreseen under applicable law.
- 9) **DATA PROTECTION.** Personal information collected by Freedom through this Agreement, at the time of booking, or any other subsequent information is held in its original form and digitally.
- a) Personal data collected through this Agreement, and any other data provided during the execution of the same (the "Personal Data") will be processed by Brunswick Corporation (hereinafter, "Freedom") as data controller in accordance with the United Kingdom General Data Protection Regulation.
 - b) The Member(s) represents and warrants to Freedom to only provide Personal Data if such Personal Data is accurate and reliable and only to the extent such disclosure will not violate any applicable data privacy law or infringe upon any individual's data privacy rights or privileges. If the Member(s) provides Freedom with any Personal Data about a third party, the Member(s) hereby expressly represents to Freedom that, in addition to the preceding representations and warranties, the Member(s) has the full right and authority, and consent, if necessary, to provide and share the personal information about the third party to Freedom.
 - c) Freedom will process the Personal Data for the management and control of this Agreement, as the processing is necessary for the performance of the same. In addition, Freedom will process the Personal Data:
 - I. to properly address the Member(s) inquiries or requests,
 - II. to send commercial communications through any channel, including electronic mean(such as email and web notices) about the latest news, products, and services relating to Freedom's business,
 - III. to manage the business relationship between Freedom and the Member(s).
 - d) The legal basis for such processing is:
 - I. the Member(s)' consent, specifically given when addressing inquiries or requests and/or when ticking the checkbox in this Agreement for marketing communication purposes,
 - II. our legitimate interest in manage and maintaining our commercial relationship. Moreover, we will process Personal Data when necessary to comply with Freedom's legal obligations.
 - e) The Personal Data related to our contractual relationship will be kept for the duration of the contract and the fulfillment of Freedom's legal obligations. After the termination of the same, the Personal data will be kept properly locked during the period required by the current regulations. With regards data processed for the maintenance of the business relations, Personal Data will be processed until the Member(s) requests their erasure. Remember that you can revoke your consent at any time. Regarding commercial communications, you may also object to continue receiving commercial communications in the manner indicated in the footer of each communication.

- f) Your personal data can be disclosed to group companies, business partners who are bound by data protection agreements or similar privacy protections, such as dealers and distributors; to third party processors who are bound by data processing agreements or similar privacy protections; to law enforcement authorities or other government officials; to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual illegal and/or unethical activity; if necessary to protect the vital interests of a person; to enforce our Terms of Use; to protect our property, services and legal rights; to prevent fraud against Freedom, our affiliates, business partners, or authorized dealers; to support auditing, compliance, and corporate governance functions; to comply with any and all applicable laws; or in connection with a corporate merger, consolidation, or restructuring the sale of substantially all of our stock and/or assets, or other corporate change, including, without limitation, during the course of any due diligence process.
- g) Freedom is headquartered in the United States and is required to transfer personal information to, and process personal information within, the United States in order to comply with domestic law and facilitate our legitimate business interests. To transfer data from the UK or the European Economic Area (EEA) to other countries, such as the United States, we comply with legal frameworks that establish an equivalent level of protection with the applicable laws such as General Data Protection Regulation (EU) 2016/679 (EU GDPR), together with the UK Data Protection Act 2018 (DPA). Please note that, by providing Freedom with Member(s) personal information, Personal Data are transferred to Freedom in the United States. Please be aware that,
 - I. the United States may not provide the same level of protection of personal information as in the Member(s)'s country, state, or jurisdiction of residence or nationality,
 - II. authorities have determined that, in some circumstances, the United States does not provide an adequate level of protection for personal information,
 - III. when transferred to the United States, personal information may be accessible by, or otherwise made available to, United States authorities and officials pursuant to judicial and/or administrative orders, decrees, and demands, and/or other domestic laws, statutes, and regulations, applicable in the United States.
- h) Standard Contract Clauses & Data Processing/Protection Agreements. Where appropriate, Freedom has created and entered into Data Processing or Data Protection Agreements with relevant parties (vendors with whom we share personal information, for example) to ensure the appropriate transfer of your information. In the UK, those agreements incorporate standard contract clauses, which have been approved by the ICO as an adequate means of protection when transferring data outside of the UK.
- i) You may exercise your right of access, right to rectification, erasure, object, data portability, restriction of processing, as well revoke your consent at any time where applicable by writing to privacy@brunswick.com. where appropriate, and if you consider it necessary, you also have the right to lodge a complaint with the competent supervisory authority whose details are available here.
- j) If you have any questions or concerns about our use of Member(s)' personal information, please contact Freedom using by email (privacy@brunswick.com) or by telephone (+1-847-735-4002).

10) NON-REFUNDABLE PAYMENTS. All amounts paid by the member(s) pursuant to this agreement, whether by way of deposits, membership fees, installment payments, or otherwise, are, unless stated otherwise, nonrefundable

11) LATE PAYMENTS. As long as the Membership is not cancelled or the termination has not been confirmed by Freedom **LATE CHARGES OF 1.5% PER MONTH MAY BE ASSESSED ON PAST-DUE ACCOUNTS.**

12) ASSIGNMENT OF PROCEEDS. Freedom may assign its right to receive any deferred payment obligations, fees or any other sums that may be due or become due to Freedom pursuant to the Agreement. Upon written notice to Member(s) of any such assignment, all sums assigned shall be payable directly to the assignee at the address designated.

13) ADMINISTRATIVE FEE. Member(s) agrees to pay all amounts due Freedom under the Agreement, and these Terms including any applicable sales tax via POS (Point of Sale Terminal) debit initiated by Freedom from an approved Bank in local currency. Any form of payment other than Direct Debit may incur an administrative fee per month for Monthly Membership Fees and per transaction for all other transactions.

14) BINDING EFFECT; ENTIRE AGREEMENT.

- a) If any provision of the Terms is declared invalid or unenforceable for any reason, the remainder of the Terms shall not be affected and shall remain in full force and effect.
- b) Each Member(s) acknowledges that the Agreement, and the Terms contain the entire agreement between the Member(s) and Freedom and there is and can be no other oral or written agreement or understanding, unless the same is set forth in a writing signed by an officer of Freedom.
- c) Any such waiver or consent shall be effective only for the specific instance and for the specific purpose given.
- d) These Terms may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall collectively constitute one instrument.

- 15) **FREEDOM MODIFICATIONS.** Freedom may modify the Terms. It may do so among other things to align the Terms with applicable laws and regulations, market developments or insurance requirements. Freedom will notify the Member of any modifications – at least 30 days before any modification takes effect - by email and by publication on the Freedom website. If any Member disagrees with or objects to any modification it may terminate the Agreement with immediate effect.
- 16) **ELECTRONIC SIGNATURE.** Parties agree that electronic signatures which qualify as an advanced or a qualified e-signature or scan copies of duly signed counterpart signature pages to this Agreement transmitted by email in .pdf format, will have the same probative value as a wet ink original paper document bearing a manually signed signature.

Member(s) acknowledges receipt of these terms and conditions of membership and having read them, agrees to be bound by them.

Member(s) is not relying on any statement or promise, that is not specifically included in the Agreement or the Terms and Conditions of membership.

Member:..... Date.....

Print Name:

Version 1 June 2022



CLUB TERMS

The Lakes Club - Windermere

REVISED AND ADOPTED ON DATE BELOW:

These Club Terms and Conditions (the "Club Terms") establish any additional and/or deviant terms and conditions for membership in furtherance of the Membership Agreement (the "Agreement"), by and between Freedom (as defined in the Agreement) and the undersigned member(s) (the "Member(s)"). It is hereby agreed that in the case of any contradiction and/or lack of clarity and/or ambiguity and/or incompatibility between the provisions of the Agreement and what is stated in any of the Club Terms, the provision specified in the Club Terms shall prevail. The Club Terms are subject to modification at any time by the Club and a copy of the updated Terms will be made available to the Members.

MEMBERSHIP TYPE & PLANS. The specific rights of your Membership type (as indicated in the Agreement) shall be as set forth in the below, pursuant to these Terms.

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Fee STRUCTURE (All inclusive of VAT)

Entry Fee £..... No show fee £.....
Membership Fee £..... Late return fee £.....

FUEL CHARGES: The fuel charges cannot be pre-stated as they are variable, fuel is charged at the rate shown on the Aquatic - Quays website for the day of use.

INSURANCE DEDUCTABLE: By virtue of Freedom's Hull & Machinery insurance policy, under which each Member(s) is an additional insured, a Member(s)' liability to Freedom is limited to the greater of either 2% of boat's insured value or £2,500 for each covered claim (plus any applicable sales tax per boat per incident) when the Member(s) fully complies with the Terms as well as the terms of the insurance policy. Additionally, the Member(s)' deductible is limited to £500 (plus any applicable sales tax) per occurrence for covered bodily injury or property damage to a third party when the Member(s) fully complies with the Terms, as well as the terms of the insurance policy.

OTHER TERMS AGREED.....
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Member(s) acknowledges receipt of these terms and conditions of membership Member(s) is not relying on any statement or promise, that is not specifically included in the Agreement or the Terms and Conditions of membership.

Member:..... Date
Print Name:
Signed for & behalf of Freedom Boat Club – Windermere