

RULES AND REGULATIONS. As a further condition of the Membership, Member agrees to follow all the posted Rules and Regulations of the Raceway, a current copy of which is attached to this agreement. Member agrees that the Raceway may revise the Rules and Regulations, from time to time, at its sole discretion, which shall become effective upon posting at the Raceway.

AGREEMENT AND NOTICES. Member agrees that this is the sole agreement between the parties. No oral modifications are valid. Any change affecting this Agreement must be done in writing 30 days in advance of its effective date. All written notices must be delivered by United States Mail or in person between the hours of 10:00 a.m. and 4:30 p.m. Monday through Friday only. **Verbal, telephonic and facsimile transmissions (FAXES) are not effective as written notice.**

HOLDS. "Hold" means that the Membership agreement shall remain in effect, but the privilege of use and the obligation to pay are suspended for a limited period of time. The period that the agreement is suspended during the hold period will be added on to the term upon resumption of the agreement. Member may place Membership on "hold" during the term of this agreement only for reasons contained in this paragraph; no other holds will be permitted. Member may place Membership on hold for an unlimited period at no charge if a medical condition that makes the use of the Membership inadvisable is confirmed by a doctor's written opinion, such hold is agreed to be effective only at the end of the month the doctor's opinion is received by Raceway. A student/Member may place Member Membership on hold for three months at no charge; but, any additional period requested by the student/Member will be allowed only upon payment of 50% of his monthly dues at the beginning of each month

CANCELLATIONS. Member may cancel this agreement only upon the following conditions: (i) expiration of the initial term of this agreement upon a 30-day written notice; (ii) proof of disability or death or change of personal residence (for example, by an electrical bill) more than one hundred and fifty miles from the Raceway; and (iii) payment of a "Cancellation Fee". Additionally, to cancel due to change of residence, Member must be unable to utilize this contract at a comparable facility, and, Member must pay a "Cancellation Fee" equal, to 50% of the remaining balance due on this contract at the time of cancellation. Cancellations are 'not effective unless all past due amounts are paid in full prior thereto. If Member by reason of death or permanent disability is unable to use the facilities, Member or his estate shall be obligated to pay for the period prior notification of the Raceway of death or permanent disability, but he will be relieved from making payment for the time period after notice to Raceway. Proof of death or permanent disability must be in writing signed by a qualified physician.

REVOCATIONS. Member agrees that Raceway may revoke this Membership, in Raceway's sole discretion, by giving written notice to Member. Any unused Membership Dues in possession of Raceway at the time of the effective date of revocation or cancellation will be paid to Member within 15 days of effective date of revocation.. There will be no refund of any Processing Fee or the Initiation Fee.

REFUNDS. Except for revocations, there will be no refunds of Membership Fees or any other fees. This includes all paid in full Memberships. The Initiation Fee and the Processing Fee are earned by the Raceway upon execution of this agreement and are nonrefundable. Monthly Membership Fees are fully earned by the Raceway on the first day of that month, and, there will be no refund of a Membership Fee for a partial month.

TRANSFER OF MEMBERSHIPS. This Membership is non transferable

ASSIGNMENTS. This agreement may be assigned by Raceway without notice to Member

Member agrees that personal property shall not: be left at the Raceway after close of business. Member hereby transfers all right, title and interest to any personal property left on the premises or in a non-rented locker at the close of business each day. Member waives any notice for Raceway to sell, transfer or dispose of any such personal property. Member agrees that Raceway is not responsible for any lost or stolen property.

_____ (Initial) **ASSUMPTION OF RISK AND RELEASE OF LIABILITY.** Member acknowledges that he/she has no physical impairments and that the activities offered by the Raceway inherently involve the possibility of injury, financial loss or death. Member knowingly and voluntarily assumes the sole risk, liability and the full responsibility for such injury, financial loss or death resulting from use of the Raceway's facility, equipment and/or instruction, even if such injury is caused by negligence. As additional consideration for this Membership, Member does hereby for Member, Member's heirs, executors, administrators, successors and assigns, release, acquit and forever discharge the Raceway, its employees, agents, contractors, trainers, principals, servants, executors, administrators, successors, insurers, insurer's agents, and all other persons, firms, corporations, associations and partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation, whatsoever, whether known and unknown, foreseen or unforeseen anticipated or unanticipated, which the Member may have or which may hereafter accrue on account of or in any way growing out of the use of the Raceway, its facilities or its courts including any injury, financial loss or death, by Member or guest.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in creditor's favor at the time of executing the release, which if known by him must have materially affected creditor's settlement with the debtor.

Member declares that this agreement contains the entire agreement between the parties and that the terms are contractual and not merely recitals. Member is of legal age and capacity and willingly enters into this agreement. Member has read and understood all of the provisions of this agreement and agrees to be bound by them.

If any provision is found to be invalid or unenforceable, the remainder will remain valid and enforceable. Any disputes hereunder will be interpreted in accordance with. California law with venue in San Diego County.

Member agrees to accompany at all times any minor child while Using Raceway facilities.