

Freedom Boat Club Membership Referral for Family Members Promotion
Terms and Conditions

1. **The Freedom Boat Club Membership Referral for Family Members Promotion.** The Freedom Boat Club Membership Referral for Family Members Promotion (the “Offer”) is a promotional offer sponsored by Freedom Boat Club, LLC, and its affiliates (“Freedom”) that will allow a participant, provided participant meets certain eligibility requirements (the “Offer Participant”) to refer a family member (over the age of 21) and family member’s legal spouse/domestic partner (over the age of 21), if applicable (the “Referred Member(s)”) who would become a Freedom member by paying a training fee in lieu of the standard membership entry fee from Referred Member, at participating locations and subject to the Terms as defined below upon the termination of Offer Participant’s Freedom Membership. For a list of participating Freedom Boat Club locations in the United States, please visit <https://www.freedomboatclub.com/fbc-plus>. **This Offer does not apply to franchised Freedom locations** and Offer Participants may contact the Freedom Membership Experience Center at 888-781-7363 to confirm location participation in this Offer.

Each Offer Participant participating in the Offer represents and warrants that the Offer Participant has read, understands, and accepts these Terms and Conditions, as they may be modified from time to time (the “Terms”).

The Offer is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

2. **Sponsor.** Freedom Boat Club, LLC 897 E. Venice Ave., Venice, FL 34285.

3. **Eligibility.** To be considered eligible for the Offer, an Offer Participant must:

a. have canceled or requested to cancel Offer Participant’s Freedom Boat Club membership during the 2023 calendar year (“Cancelled Membership”).

b. have been, at the time of cancellation or cancellation request, a member in good standing at a participating Freedom location.

4. **Offer Period.** The Offer will be available beginning at 12:00 AM October 18th, 2023 through 11:59 PM December 31, 2023.

5. **How to Redeem Offer.** Eligible participants will have the opportunity to accept this Offer by: (i) reaching out to the corporate member experience center, 1-888-781-7363 or indicating interest via the outreach email.

The Offer is subject to the following conditions and limitations:

- The Offer is non-transferable.
- Referred Member(s) must be twenty-one years of age or older.
- Friends & Family memberships are excluded from this Offer.
- Referred Member(s) will be required to (i) sign a then-current form of Freedom membership agreement; (ii) acknowledge and agree to adhere to the current terms and conditions of Freedom membership; and (iii) complete any Freedom required vessel operator training.
- Entry fee. Referred Member(s) must pay a one-time training fee in the amount of three hundred fifty dollar (\$350) upon the execution of the new membership agreement in lieu of the standard membership entry fee which shall be waived.
- FBC Plus. Referred Member(s) that would like to include the additional benefits available through Freedom’s FBC Plus program, will be required to pay any and all applicable fees. Please see <https://www.freedomboatclub.com/fbc-plus> for further information.
- Monthly membership fees. Monthly membership fees for any membership agreement signed by a Referred Member(s) as a result of this Offer shall be the greater of: i) \$199 per month plus applicable tax; or ii) the most recent monthly membership fees of Offer Participant’s Cancelled Membership.

- Discontinued membership plans. If Freedom no longer sells the Cancelled Membership plan, the Referred Member will sign the most similar membership plan currently offered, as determined at the sole discretion of Freedom.
- Each Referred Member is authorized to purchase one (1) Freedom membership under the Offer and must maintain the membership for a minimum period of twelve (12) months. If a membership purchased through the Offer is cancelled prior to the twelve (12) month anniversary, the Referred Member will not be permitted to rejoin Freedom for a period of two (2) years. Upon rejoining, the Referred Member would be responsible to pay the then-current full entry fee. For avoidance of doubt, a Referred Member is only able to join Freedom through this Offer once.

6. Changes to the Offer. The Company reserves the right to cancel or modify the Offer and these Terms at any time, at its sole discretion, by written notice to be posted on the Company's website.

7. Offer Details. Limit one Offer per membership during the Offer Period. The Released Parties, defined below, are not responsible for lost, late, misdirected, or late payment, or failure by Offer Participant to complete Freedom required vessel operator training. The Offer is non-transferable, and no cash-outs will be provided. No substitutions unless determined in the sole discretion of the Sponsor. The Offer consists only of the items identified in these Terms; all costs and expenses not specified herein, including but not limited to transport, meals, fuel, accommodations, and other incidentals incurred in accepting the Offer, are the sole responsibility of the participant.

8. RELEASE OF LIABILITY. BY PARTICIPATING IN THE OFFER, PARTICIPANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, AND THEIR DEALERS AND RETAILERS, AFFILIATES, SALES REPRESENTATIVES, AGENCIES, WHOLESALERS, DISTRIBUTORS, AND PROMOTIONAL AND OTHER VENDOR AGENCIES INVOLVED IN THE OFFER, THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, SERVICE AGENCIES, INDEPENDENT CONTRACTORS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OF ANY OF THE ABOVE ORGANIZATIONS (THE "RELEASED PARTIES") FROM ANY INJURY, LOSS, OR DAMAGE TO PERSON, INCLUDING DEATH, OR TO PROPERTY DUE IN-WHOLE OR IN-PART, DIRECTLY OR INDIRECTLY, TO THE ACCEPTANCE OR USE/MISUSE OF THE OFFER, PARTICIPATION IN ANY OFFER-RELATED ACTIVITY, OR PARTICIPATION IN THE OFFER.

9. DISPUTES/CHOICE OF LAW. PARTICIPANT AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS OFFER SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT IN FLORIDA; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS OFFER, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL OFFER PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND OFFER PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANT AND THE SPONSOR IN CONNECTION WITH THIS OFFER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS OF ANY OTHER JURISDICTION THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF FLORIDA.

10. Entire Agreement. These Terms constitute the entire understanding between Freedom and each Prospective Member with respect to the Offer and supersede any and all prior communications, whether written or oral.

11. Severability. If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions of these Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.