

Freedom Boat Club of Southwest Florida Holiday 2023 Promotion
Terms and Conditions

1. The Freedom Boat Club of Southwest Florida Holiday 2023 Promotion Limited Time Promotional Offer. The Freedom Boat Club of Southwest Florida Holiday 2023 Promotion Limited Time Promotional Offer (the “Offer”) is a promotional offer sponsored by Freedom Boat Club, LLC, and its affiliates (“Freedom”) that will allow a prospective member (the “Offer Participant”) to receive discounted rate on the one-time entry fee at Freedom Boat Club of Southwest Florida provided Offer Participant meets certain eligibility requirements.

By becoming a Freedom member through this Offer, a qualifying Offer Participant’s discounted one-time entry fee will be determined based on their membership selection. The following plans with a discounted offering are as followed:

- Freedom Boating Plan: A discount of \$2,751 will be applied to the one-time entry fee of \$7,750 (MSRP) – setting the one-time entry fee at \$4,999 + applicable tax.
- Weekday Only Plan: A discount of \$2,251 will be applied to the one-time entry fee of \$7,000 (MSRP) – setting the one-time entry fee at \$2,999 + applicable tax.
- Seasonal Boating Plan: A discount of \$2,751 will be applied to the one-time entry fee of \$7,750 (MSRP) – setting the one-time entry fee at \$4,999 + applicable tax.
- 3-Month Boating Plan: A discount of \$2,751 will be applied to the one-time entry fee of \$7,750 (MSRP) – setting the one-time entry fee at \$4,999 + applicable tax.

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. This Offer is available only to US citizens residing in the United States; who are twenty-one (21) years of age or older; and who reside in the greater Southwest Florida area – Anna Maria Island, Bradenton, Sarasota, Venice, Englewood, Pine Island, Cape Coral, Ft. Myers, Bonita Beach, Bonita Shores, Punta Gorda, Naples, and Marco Island.

4. Offer Period. The Offer will be available beginning at 12:00 AM on November 6, 2023 through 12:00 PM of December 30, 2023.

5. How to Redeem Offer. Eligible participants will have the opportunity to accept this Offer by contacting a local Freedom Boat Club membership executive.

The Offer is subject to the following conditions and limitations:

- All Offer Participants that accept the Offer will be required to (i) sign a then-current form of Freedom membership agreement; (ii) acknowledge and agree to adhere to the terms

and conditions of Freedom membership; and (iii) complete any Freedom required vessel operator training.

- The Offer is non-transferable, and the Freedom membership will only be available to eligible Participants and a legal spouse/domestic partner, if applicable.

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 person 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.

Disclaimer:

*Offer valid through December 30, 2023. Available only at participating locations in the US and subject to availability. The discounts mentioned are in USD. This discount cannot be combined with other offers. Certain terms and conditions apply. See participating locations for details.