



2001 Old Highway 395 ■ Fallbrook CA 92028

Membership Contact: Mark Dixon ■ 866.753.2001 ■ memberships@palamesa.com

[or send via fax: Attn Accounting Dept: 760-451-9451](tel:7604519451)

MEMBERSHIP/ACCOUNTING OFFICE USE

Effective Date: _____ Class: 74

Account #: _____

FITNESS MEMBERSHIP AGREEMENT

NAME _____

ADDRESS _____

CITY _____

STATE AND ZIP _____

HOMETEL _____

MOBILE _____

EMAIL ADDRESS: _____

Membership Rate

Individual \$25.00 Monthly

Terms and Condition: Fitness Center Memberships

1. Are Non-Transferable
2. Are Non-Refundable
3. Member upon request by PMR Representative is to show Membership card
4. Membership does not entitle Fitness Center Member to use the Resort swimming pool, Golf Resort/Golf Practice Greens, or the Tennis Courts
5. Membership is entitled to a 25% discount on Food at the Aquaterra Restaurant
6. Hotel guests have exclusive first right usage of the Fitness Center Facility

PAYMENT OF DUES, FEES AND CHARGES - I hereby agree to pay to the Club the Membership dues, including any applicable sales tax, or other taxes, for a Membership. It is also agreed that any part of this Membership that is not paid within thirty (30) days of date of statement, shall bear interest at the rate of one and one-half (1.5%) percent per month, eighteen (18%) percent annually from date of first billing.

FITNESS MEMBERSHIP AGREEMENT

Credit Card Authorization - I understand that I am obligated to keep a valid approved credit card on file with the Club at all times and that I am responsible for any amounts that are not paid by the credit card company. I understand that should my account fall past due, the Club reserves the right to charge this credit card to bring my account current. I certify that the below listed card is issued to me.

- o Credit Card Type/Number _____
- o Credit Card Expiration Date: ___ / ___
- o Credit Card Holder Signature: _____

ACKNOWLEDGEMENT OF MEMBERSHIP RIGHTS - I acknowledge that Membership in the Club permits the Member to use the Club Facilities in accordance with any Rules and Regulations and Membership in the Club, is not an investment In Pala Mesa Resort, or the Club Facilities. Membership in the Club does not provide a Member with an equity or ownership or any other property interest in Pala Mesa Resort or the Club Facilities. A Member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time. It is understood that the Membership is on a month-to-month basis. All rights and privileges of the Member are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the *right*, in its sole discretion, to terminate or modify the Membership Plan and the Rules and Regulations, to reserve Memberships, to sell, lease or otherwise dispose of the Club Facilities in any *manner* whatsoever and to any person whomsoever, to recall any Membership at any time for any or no reason whatsoever, to discontinue operation of the Club Facilities, to convert the Club into a Member-owned club, and to make any other changes *in* the terms and conditions of the Membership or the Club Facilities available for use by the Members.

TERMINATION & INDEMNIFICATION - Recall of the Membership or the discontinuance of operation of all or substantially all of the Club Facilities, the Club will refund the Membership fee portion due the Member within 30 days. In the event that the Club Facilities are sold *and* the buyer assumes liability for the repayment to which each Member is entitled as provided In *the* Application for Membership, the Member shall look solely to the new owner for repayment and the seller of the Club Facilities shall be released from all liability thereafter, I hereby acknowledge that the use of the Club Facilities and any privileges or services incident to Membership is undertaken with knowledge of risk of possible injury. I hereby accept any *and* all risk of injury to myself sustained while using the Club Facilities. I agree to release and Indemnify Highway 395, INC (the "Company") doing business as the Club, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, Members, shareholders, employees, representatives and agents and the Members of *the* advisory Board of Governors of the Club and any Club committee In accordance with the provisions of the Rules and Regulations of the Club.

I *hereby* agree to be bound by the terms and conditions thereof as the same maybe amended from time to time by the Club. This Membership Agreement shall be governed by and construed and enforced in accordance with the State of California without giving effect to principles of conflicts of law.

Dated _____, 20____ _____ *Member's Signature*