

CLUB CAPTIVA

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APPLICATION AND MEMBERSHIP/USER AGREEMENT

APPLICANT INFORMATION

* Please provide the E-Mail address you would like the Club to use for purposes of mailing billing statements and other notices from the Club.

Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐

Spouse's Name _____
 Social Security # _____ Date of Birth _____
 Driver's License # _____ State _____
 Name of Employer _____
 Occupation and/or Nature of Business _____
 Title _____ Years in Present Employment _____
 Business Address _____
 Street _____
 City _____ State _____ Zip _____
 Business Telephone # (____) _____
 Mobile Telephone # (____) _____ E-Mail Address _____

IMMEDIATE FAMILY INFORMATION

Immediate lineal family members of Primary Member, including children, parents, grandparents, and grandchildren of a Member:

	<u>Name (First & Last) and Relationship to Member</u>	<u>Date of Birth</u>	<u>Male or Female or Prefer Not to Say</u>	<u>E-Mail Address</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

REFERENCES

CLUB/SOCIAL REFERENCES:

1.

Name of Club/Organization	Year Accepted
City	State
Present/Former Member	
Are you in good standing? ☐ Yes ☐ No	
If no, please explain _____	

2.

Name of Club/Organization	Year Accepted
City	State
Present/Former Member	
Are you in good standing? ☐ Yes ☐ No	
If no, please explain _____	

PERSONAL REFERENCES:

1.

Name	Telephone #	Years Known
Street		
City	State	Zip

2.

Name	Telephone #	Years Known
Street		
City	State	Zip

BANK/CREDIT REFERENCES:

Name of Institution	Branch	Officer to Contact
Name of Institution	Branch	Officer to Contact

TERMS AND CONDITIONS

1. Application For Membership/User Privileges. The Applicant hereby applies for the Purchased Category at Club Captiva and agrees to pay a nonrefundable initiation and/or user fee to the Club Operator of \$waived. See the Schedule of Dues, Fees, Minimums and Charges attached hereto as Exhibit "A" for the current dues, charges, minimums and other fees.

2. Payment of Fee. The Applicant hereby acknowledges and agrees that the required fee set forth above in Section 1, plus all applicable taxes, shall be paid to the Club Operator at the time this Application and Membership/User Agreement is submitted to the Club Operator for consideration, except as otherwise permitted by the Club Operator.

If the Applicant fails to pay such fee, or any part thereof, as and when due pursuant to an agreement with Club Operator, then the Club Operator shall be entitled to file suit against the Applicant for the collection of such fee, plus interest at the highest rate allowed by law, and terminate the Purchased Category upon which all membership/user privileges at the Club shall automatically terminate. If, however, the Club Operator elects to accept a late payment and does not terminate the Purchased Category, then interest at the highest rate allowed by law shall be due on the amount of the payment from the original due date until the date the payment is made.

3. Initiation/User Fee Is Nonrefundable. Each person who desires to acquire rights to use the Club will be required to pay a nonrefundable initiation and/or user fee, as contemplated under the Membership/User Documents, in an amount determined by the Club Operator in its sole discretion. The Applicant acknowledges and agrees that under no circumstances will the Applicant be entitled to any refund or repayment of the initiation and/or user fee paid for the Purchased Category.

4. Disclosure and Release of Information. The Applicant hereby authorizes the Club Operator to send any invoices, notices or other mailings regarding the Purchased Category by electronic mail to the e-mail address provided in this Application and Membership/User Agreement or any other e-mail address provided by the Applicant to the Club. The Applicant hereby acknowledges that the Club and Club Operator is relying on the information provided by the Applicant in this Application and Membership/User Agreement, and the Applicant hereby represents and warrants to the Club and Club Operator that such information is accurate. The Applicant hereby authorizes the Club Operator to obtain a credit report of the Applicant, check the references provided herein and otherwise obtain and use all information in determining qualification for membership in or use of the Club. The Applicant agrees to release to the Club Operator all information requested by the Club Operator (including credit, financial, and any police/criminal records and information), and hereby authorizes those persons or entities included as references herein to furnish information to the Club Operator. The Applicant hereby irrevocably releases and holds the Club Operator and its affiliates and their respective members, shareholders, partners, directors, managers, officers, employees and agents forever harmless from any and all liabilities, claims and causes of action for all matters related to the above and further agree to indemnify and reimburse such individuals from any and all costs and expenses related to any such matters.

5. Receipt Of Membership/User Documents. The Applicant hereby acknowledges receipt of the Membership Plan, the Club's Rules and Regulations dated May 1, 2025 (the Membership Plan and Rules and Regulations together with this Application and Membership/User Agreement are collectively referred to as the "Membership/User Documents"), and hereby agrees to abide by all of the respective terms and conditions of the Membership/User Documents as amended from time to time.

The following addenda (*please check only those that are applicable*) are attached to, and are made a part of, this Application and Membership/User Agreement:

☐ Credit Card Authorization Addendum

☐ Other _____.

6. Payment Of Dues And Club Account. The Applicant hereby agrees to pay to the Club the membership/user dues, fees and charges, including any applicable sales tax, or other taxes, for the Purchased Category. The current amount of dues is described on a separate Schedule of Dues, Fees and Charges available at the Club's Membership Office, and is subject to change, as set forth in the Membership/User Documents. In the event that any amount owed to the Club is not paid on a timely basis, the Applicant understands that he/she may be charged late charges in accordance with the Membership/User Documents. The Applicant hereby authorizes that all dues, fees and charges be billed to any one of the credit cards on file with the Club, and certifies that the credit cards listed on the Credit Card Authorization Addendum attached hereto are issued to the Applicant and that the information set forth in the Credit Card Authorization Addendum (and any supplemental Credit Card Authorization Form provided by the Applicant to the Club) shall be true and correct in all respects. The Applicant hereby acknowledges and agrees that he/she is obligated to keep at least two (2) valid approved credit cards on file with the Club at all times and that the Applicant shall be responsible for any amounts that are not paid by the credit card companies. All disputes on any such credit card accounts relating to the Club will be promptly brought to the Club's attention.

7. Acknowledgment Of Rights. The Applicant hereby acknowledges and understands that the Club Operator will initially operate the Club. The Applicant further acknowledges that the Purchased Category permits the Applicant to use the Club Facilities, but is not an investment in the Club Operator, the Club, or the Club Facilities, nor does it confer on the Applicant any equity or ownership interest or any other property interest in the Club Operator, the Club, or the Club Facilities. The Purchased Category does not grant to the Applicant a vested or prescriptive right or easement to use the Club Facilities. The Applicant only obtains a non-exclusive revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership/User Documents, as they may be amended from time to time. The Applicant hereby acknowledges and agrees that if the Club Operator approves the Applicant for the Purchased Category, then such Applicant shall be required to maintain the Purchased Category in good standing.

As more particularly provided in the Membership/User Documents, and subject to any limitations provided therein, the Club Operator reserves the right, in its sole discretion, to terminate or modify the terms and conditions of the Membership Plan and the Rules and Regulations, to reserve memberships in the Club, to sell, lease, or otherwise dispose of the Club Facilities, to add, issue, modify, or terminate any category or class of membership or user, to discontinue operation of any or all 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 its members. The Applicant acknowledges and agrees that the Club Operator has the right to suspend and/or terminate the Purchased Category to the extent the Applicant fails to comply with the Membership/User Documents, as more particularly set forth in the Membership/User Documents.

8. Waiver And Indemnity. The Applicant acknowledges and agrees on behalf of himself or herself, and his or her immediate family members, extended family members, lessees and guests who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Operator, or who engage in any contest, game, function,

exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Operator, either on or off the Club Facilities, shall do so at his or her own risk, waive, satisfy and forever discharge the Club, Club Operator and Club Owner and each of their respective affiliates, subsidiaries, officers, directors, representatives, agents, and employees (collectively, the "Club Indemnified Parties"), from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner or Club Operator, including without limitation the use of golf carts provided by the Club, Club Owner or Club Operator or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, Club Owner or the Club Operator, either on or off the Club Facilities and shall defend, indemnify and hold harmless the Club Operator and each of the other Club Indemnified Parties from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the Applicant, or his or her immediate family members, extended family members, lessees and guests. Should the Applicant, or his or her immediate family members, extended family members, lessees or guests file a legal action against the Club Operator or any of the Club Indemnified Parties for any claim and fail to obtain judgment therein against it or them, the Applicant shall be liable to each of the Club Operator and other Club Indemnified Parties for all costs and expenses incurred by it or them in the defense of such legal action, including reasonable attorneys' fees and para-professionals' fees (including fees acquired in connection with appellate proceedings). The provisions of this Section 8 shall survive any termination of this Application and Membership/User Agreement.

9. Release Of Any Prior Obligations. The Applicant does, on behalf of his/her agents, successors, beneficiaries and assigns, hereby remise, release, and forever discharge the Club Operator, together with its members, partners, officers, directors, managers, employees, agents, attorneys, affiliates, predecessors, successors and assigns, from any and all causes of action, suits, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements (including any Prior Agreements), guarantees, indemnifications, promises, liens, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which the Applicant ever had, now has, or which the Applicant's agents, successors, and assigns hereafter can, shall, or may have, by reason of any matter, cause, or thing whatsoever, from the beginning of time to the date this Application and Membership/User Agreement has been accepted and executed by the Club Operator. The provisions of this Section 9 shall survive any termination of this Application and Membership/User Agreement.

10. Assignment. The Applicant's rights, privileges or interests under this Application and Membership/User Agreement are not assignable or transferable. However, the Club Operator may assign its interest in this Application and Membership/User Agreement and the Membership/User Documents, and in the event of such an assignment, the liability and obligations of such assignor shall be terminated effective as of such assignment.

11. Definitions. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth in the Membership/User Documents.

12. Governing Laws. This Application and Membership/User Agreement and the other Membership/User Documents shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. EACH PARTY TO THIS APPLICATION AND MEMBERSHIP/USER AGREEMENT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT BETWEEN SUCH PARTY AND ANY OTHER PARTY HERETO WITH RESPECT TO THIS APPLICATION AND MEMBERSHIP/USER AGREEMENT.

13. Remedies. In the event of a default by Applicant under any of the Membership/User Documents, Club Operator shall have all of the remedies provided herein and any others provided by law and in equity and such remedies shall be cumulative. The bringing of action shall not constitute an election or exclude the bringing of any other action. Notwithstanding anything herein to the contrary, under no circumstances shall the Club dues ever be secured by a lien.

14. Non-Disparagement. Applicant agrees that Applicant shall not, from and after the date of this Application and Membership/User Agreement, at any time (i) publish or communicate, directly or indirectly, in writing, orally, or otherwise (including, without limitation online or on social media), to any person or entity any Disparaging (as defined below) remarks, comments or statements concerning the Club, Club Owner, Club Operator or any of their affiliates or their respective former or current members, partners, officers, directors, shareholders, employees, agents, attorneys, advisors, businesses or reputations or take any action which may, directly, or indirectly, disparage or be damaging to the Club, Club Owner, Club Operator or any of their affiliates or their respective former or current members, partners, officers, directors, shareholders, employees, agents, attorneys, advisors, businesses or reputations, except as required by law or pursuant to the legal process, or (ii) take any action that might reasonably be expected to cause damage or harm (financial, reputational, or otherwise) to the Club, Club Owner, Club Operator or any of their affiliates; provided that Applicant, may confer in confidence with their respective legal representatives and make truthful statements. "Disparaging" remarks, comments or statements are those that are negative, unflattering, accusatory, or derogatory in connection with any aspect of the operation or business of the individual or entity being disparaged. The provisions of this Section 14 shall survive any termination of this Application and Membership/User Agreement.

15. Other Agreements Superseded. This Application and Membership/User Agreement hereby amends, replaces and supersedes any and all other agreements that give or purport to give the Applicant any rights to, use of or access to the Club, whether previously entered into by the Club Owner, the Club Operator or any of their respective predecessors-in-interest and/or the Applicant and/or any other third party (collectively, the "Prior Agreements").

16. Electronic Execution. For purposes of executing this Application and Membership/User Agreement, a document signed and transmitted electronically, including those delivered by PDF, electronic mail or signed through the electronic signature system known as "DocuSign" or similar, shall have the same effect as originals. The signature of any party thereon shall be considered an original signature and the document transmitted shall be considered to have the binding legal effect as if it were originally signed.

17. **RELEASE. BEFORE EXECUTING THIS APPLICATION AND MEMBERSHIP/USER AGREEMENT, APPLICANT HAS HAD THE RESPONSIBILITY, AND HAS BEEN PROVIDED THE OPPORTUNITY, TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE MEMBERSHIP/USER DOCUMENTS. BY EXECUTION OF THIS APPLICATION AND MEMBERSHIP/USER AGREEMENT, APPLICANT ACKNOWLEDGES THAT THEY HAVE SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER AND CLUB OPERATOR IS RELYING ON APPLICANT CONFIRMING IN ADVANCE OF EXECUTING THIS APPLICATION AND MEMBERSHIP/USER AGREEMENT, THAT THE MEMBERSHIP/USER DOCUMENTS ARE VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER AND CLUB OPERATOR. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING APPLICANT FROM TAKING THE POSITION THAT ANY PROVISION OF THE MEMBERSHIP/USER DOCUMENTS ARE INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OPERATOR TO ENTER INTO THIS APPLICATION AND MEMBERSHIP/USER**

AGREEMENT WITH APPLICANT, APPLICANT DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, CLUB OPERATOR, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND THEIR AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY THAT A MEMBER MAY HAVE IN THE FUTURE, OR THAT ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF MEMBER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, CLUB OPERATOR, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND THEIR AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THE MEMBERSHIP/USER DOCUMENTS. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

If the undersigned Applicant, who shall be deemed the "Primary Member" or "Primary User", as applicable, of the Purchased Category, is married, then the signature of the Primary Member's or Primary User's, as applicable, spouse is required, and such spouse shall be bound by all of the terms and conditions of this Application and Membership/User Agreement, as an Applicant, in the same manner as the Primary Member or Primary User, as applicable, and the obligations of the Primary Member or Primary User, as applicable, and his or her spouse shall be joint and several.

_____ Date	_____ Print Name of Primary Member/User	_____ Signature of Primary Member/User
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_____ Date	_____ Print Name of Spouse	_____ Signature of Spouse
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This Application and Membership/User Agreement shall not be binding on the Club Operator until the acceptance below is signed by an authorized representative of the Club Operator.

ACCEPTANCE BY CLUB OPERATOR:

SSIR Club Operator, LLC

By: _____ Title: Authorized Signer Date: _____