

## MEMBERSHIP CONTRACT DETAILS

### MEMBERSHIP TERMS

**Membership Privileges.** Membership privileges vary depending on the options selected. Full membership entitles you to use all Club facilities until the Membership Expiration Date, and is created when you execute this Agreement and pay the Fees. Privileges for full membership include unlimited access to the Springs, transformative and restorative classes, Burl gym, member lounge and defined special events. Access to all areas of Knot Springs via membership is available to those individuals who are 18 years of age and older, to those who have completed the Waiver and Release of Liability forms, and following the conditions below.

**Term of Membership.** The term of membership (the “Term”) is a minimum of 1-, 6- or 12- month period, defined above, after which you may cancel the membership for any reason by following the procedures described below. A 12-month term will automatically renew on an annual basis as long as you are in good standing. If you wish to not have your membership renew, you must provide Knot Springs with written notice a minimum of 30 days in advance of membership renewal. A 1 month and 6-month term will not automatically renew.

YARD Resident Membership, Public, and Founding agreements all qualify as full memberships.

### MEMBERSHIP FEES

**Membership Fees.** Fees include a one-time initiation fee (the “Joining Fee”) and defined monthly membership fees (the “Membership Fees”). Annual Membership Fees may be paid in (a) one lump sum or (b) 12 equal monthly installments via credit card or ACH only (**no cash payments accepted**). If you elect to pay in monthly installments, the first month’s Membership Fees are due upon execution of this Agreement; subsequent payments are withdrawn/due on the original contract date of each following month . The Joining Fee is due upon execution of this Agreement.

#### INITIATION FEE DETAILS:

##### A. TERMS FOR WAIVED INITIATION FEE

A member can receive a waived initiation fee if they meet one of the following requirements:

- purchase a personal training package of 16 sessions or more at the time of signing up
- join with 2 additional people on the same day, at the same time, whereby all three signing up receive a waived initiation.

##### B. CHANGE OF CONTRACT

If a member signs up for a 1 OR 6 month term, and decides to upgrade to a 12-month term during or after their initial term, an initiation fee will be required.

##### C. MEMBER REFERRAL/EARNING BACK:

A member who paid a full initiation fee can earn it back if they refer two new members to Knot Spring within 30 days of their initial sign up date. Member referral/initiation fee pay back does not apply to previous members who are returning to Knot Springs.

## D. KS CASH

KS Cash will be awarded to the referring member if and only if they are specifically designated as the referral at the time of the new member's contract start date. No KS Cash awards will be given after the contract has been completed and signed by the new member. Knot Springs can determine and/or adjust the amount of the KS cash referral bonus at any time. KS Cash can be used towards goods and services at Knot Springs only. KS Cash can not be used towards Membership Dues.

## MEMBERSHIP PAYMENTS, TERMS, AND CONDITIONS

**Changes to Fee Schedule.** Knot Springs may adjust Membership Fees once each year with thirty (30) days prior written notice, posted in the Club and/or sent by mail. Knot Springs may adjust any fees other than Membership Fees at any time.

**Form of Payment.** Monthly Fees and incidental charges are payable by Electronic Funds Transfer ("EFT") from your checking account, savings account, credit card account, or debit card account. You must authorize payments to be made through a third party administered electronic funds transfer system. You will maintain full control and privacy over your accounts at all times, and the transfer of funds affects only those fees that have your prior authorization. If you elect to pay in monthly installments, the transfer will take place automatically once every month unless Knot Springs notifies you otherwise.

**Dishonored Check or Credit Card.** If any check, account debit, or credit card charge payable to Knot Springs is returned, rejected or dishonored, Knot Springs will in each instance (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection with collection plus an administrative fee of twenty-five dollars (\$25)/day, and (b) collect the current and past due balance in any subsequent month.

**Unpaid Balances.** All balances in arrears are subject to monthly service charges and will accrue a late payment fee of interest at a rate of one percent (\$25 1%) per month. These fees may be adjusted from time to time. Any unpaid balance for Membership Fees or goods or services purchased at Knot Springs may result in suspension of club privileges. You are obligated to pay any costs incurred by Knot Springs for collection, including reasonable attorney fees and costs. Knot Springs reserves the right to charge past due balances, plus applicable charges, to the membership account under the EFT authorization. If unpaid balances continue past 3 months without acknowledgment from the member or client, Knot Springs will pursue the process of collecting all outstanding payments, including collections fees and membership termination fees, from the client or member via an accredited collections agency. Once fees are received, the client or member's membership contract will then be terminated immediately.

## CANCELLATION OF MEMBERSHIP

### INITIAL COMMITMENT/FIRST 3 DAYS:

IF YOU WISH TO CANCEL THIS AGREEMENT WITHOUT PENALTY, YOU MAY CANCEL IT BY REQUESTING AND COMPLETING OUR MEMBERSHIP TERMINATION AGREEMENT FORM, OR EMAILING AN ELECTRONIC NOTICE TO KNOT SPRINGS AT [INFO@KNOTSPRINGS.COM](mailto:INFO@KNOTSPRINGS.COM). THE

NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE DELIVERED OR EMAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL WITHIN THE THREE DAYS, KNOT SPRINGS WILL RETURN TO YOU ALL AMOUNTS YOU HAVE PAID WITHIN 15 DAYS OF RECEIPT OF SUCH NOTICE.

**Cancellation for Cause.** You or your estate may cancel this Agreement for any of the following reasons (each a "For-Cause Cancellation"):

(a) If upon a doctor's order, you cannot physically or medically use the Club facilities because of significant physical or medical disability for a period in excess of three months. *Pregnancy, unless deemed high-risk by a qualified medical professional, will not be considered a medical disability justifying a for-cause cancelation.* ;

(b) In case of your death;

(c) If the services to be provided under this Agreement are not available because Knot Springs fails to open a planned location or permanently discontinued operation;

(d) If Knot Springs moves its facility closest to your residence on the date of this Agreement to a location more than five additional miles from that residence; or

(e) If Knot Springs materially changes its services promised as a part of this Agreement.

(f) if the member moves a distance greater than 25 miles from Knot Springs. Members must provide acceptable proof of permanent address change at time of termination in order to waive any early termination fees. Knot Springs holds the right to determine what is considered an acceptable proof of move. Acceptable proof includes but is not limited to: official job offer, utility bill of new address, rental/lease agreement.

In the event of a **For-Cause Cancellation**, Knot Springs shall refund all upfront monies paid by you pursuant to this Agreement within fifteen (15) business days of receipt of notice of cancellation, except that Knot Springs may retain the Joining Fee, the portion of the Membership Fee representing the amount of time that you used the Club prior to cancellation, and the reasonable cost of goods and services which you consumed or wish to retain after cancellation of this Agreement. To calculate the amount of the refund, Knot Springs shall divide the contract price by the number of weeks in the Term and multiply the result by the number of weeks remaining in the Term. If Knot Springs has executed any credit or loan agreement to pay for all or part of the Membership Fees, any such negotiable instrument executed by you shall also be returned and terminated within fifteen days.

**Cancellation Without Cause.** Except for a For-Cause Cancellation, you may only cancel this Agreement without cause after the initial Term has expired. To cancel a membership for any reason other than those provided above, you must (1) complete a written and/or electronic Membership Termination form at the Club at prior to or on the actual the cancellation date; (2) pay the remaining balance in full for your membership term (3) relinquish your membership wristband to avoid a nonrefundable \$50 fee; and (4) pay in full any unpaid dues or indebtedness incurred prior to the cancellation date. Once the requested cancellation termination is approved, no further dues shall accrue. Canceling members will NOT receive access to the Club passed the termination date as a member; only public fees/access.

## Revoked Memberships

Memberships can be revoked for, but not limited to, the following reasons:

- Disrespectful behavior to any employee, member or guest of Knot Springs
- Using cell phone in designated “No Cell Phone” areas of Knot Springs
- Using the club while under the influence of alcohol or drugs
- Deliberately disobeying club policies, including the club’s cell phone policy in the springs or other posted areas
- Stealing property from Knot Springs, or it’s members and/or guests. Items include but are not limited to spa products, towels, cups, etc.
- Disobeying the club’s wristband policy
- Refusal or lack of communication with the club regarding past-due/unpaid balances.

## Freeze Policy

- A. **MEDICAL**-If you are medically unable to use the Club per the discretion of your medical doctor, you may request a freeze of membership (“Medical Freeze”) for up to 6 months. *Pregnancy, unless deemed high-risk by a qualified medical professional, will not be considered a medical disability justifying a medical freeze ;*  
You must provide a doctor’s note at the time of requesting a freeze. TO FREEZE, REGARDLESS OF REASON, YOU MUST REQUEST AND COMPLETE OUR MEMBERSHIP TERMINATION AGREEMENT FORM, OR EMAILING AN ELECTRONIC NOTICE TO KNOT SPRINGS AT INFO@KNOTSPRINGS.COM. Knot Springs reserves the right to verify the note with the doctor.
- B. **TRAVEL/WORK**: You may request a freeze of membership for periods of extended travel or vacations for a minimum of one month, and up to a maximum of a three month period (a “Travel Freeze”), ONE TIME during your contract terms, in which case your membership fees will be reduced to \$50 per month, paid up front and in full for the duration of your freeze. During such period, and you will lose all membership privileges including guest passes and membership preferred pricing on treatments. These dues are paid in full at the time of your freeze.

**By freezing your account, this extends your membership contract by the number of months frozen. Knot Springs reserves the right to adjust the freeze policy from time to time.**

## MEMBER OBLIGATIONS AND REPRESENTATIONS

**Safe Use of Club and Equipment.** You agree to abide by all policies, guidelines, rules, and regulations (together, the “Club Rules”) for safe use of the Club and equipment, including following any verbal or written instructions provided by your fitness professional, and which may be amended from time to time at Knot Springs’s sole discretion. You shall seek instruction from a fitness professional or other Club personnel in the use of all equipment, including, but not limited to, fitness machines, free-weights, and cardio-aerobic equipment, prior to use. You acknowledge and agree that (i) there are risks associated with any strenuous athletic or physical activity, the use of exercise equipment, and participation in an exercise program; (ii) use of the Club and exercise equipment is undertaken by you voluntarily; and (iii) such use may include the risk of serious bodily injury or death. You agree to only use the facility during its posted hours of operation.

**Rules, Regulations and Schedules.** You shall abide by the rules, regulations and schedules of the Club, which may be posted at the Club or issued orally, and which may be amended from time to time at Knot Springs's sole discretion. At the sole discretion of Knot Springs, a membership may be revoked at any time if, in the reasonable judgment of Knot Springs, you consistently fail to observe the Rules and Regulations or otherwise behave in a manner contrary to the best interests of Knot Springs or its other members.

**MEMBER'S ASSUMPTION OF RISK AND INDEMNITY.** ANY STRENUOUS ATHLETIC OR PHYSICAL ACTIVITY INVOLVES CERTAIN RISKS. YOU EXPRESSLY ASSUME THE RISK OF ANY AND ALL ACCIDENTS OR INJURIES OF ANY KIND THAT MAY BE SUSTAINED BY, OR IN CONNECTION WITH, USE OF THE CLUB AND ITS FACILITIES.

YOU AGREE TO HOLD HARMLESS, DISCHARGE AND ABSOLVE KNOT SPRINGS, ITS CLUB OPERATOR BENEFITNESS LLC, AND EACH OF THEIR AGENTS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY, "KNOT SPRINGS") FROM ANY AND ALL LIABILITY OR RESPONSIBILITY, INCLUDING BUT NOT LIMITED TO ANY LOSS, THEFT, COST, CLAIM, INJURY, DAMAGE OR LIABILITY INCURRED AS A RESULT OF YOUR MEMBERSHIP ACTIVITIES AND USE OF THE CLUB (EACH A "LIABILITY"), EXCEPT IF SUCH LIABILITY IS THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF KNOT SPRINGS. YOU FURTHER AGREE TO DEFEND AND INDEMNIFY KNOT SPRINGS FOR ANY LIABILITY INCURRED, INCLUDING THE COST OF REASONABLE ATTORNEY FEES AND COSTS, UNLESS SUCH LIABILITY IS THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF KNOT SPRINGS.

**Member's Health Warranty.** You represent that you are in good health and have no disability, impairment, injury, disease, or ailment preventing you from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result. Physical examinations by your physician are recommended before commencing any exercise program, and especially if you are at risk, including but not limited to elderly or pregnant members, or members unaccustomed to physical exertion, or who have physical limitations, a history of high blood pressure, heart problems or other chronic illnesses.

**Medical Disclaimer.** You acknowledge that Knot Springs has made no claims as to medical results that can or may be obtained through use of the Club. Knot Springs has neither suggested nor will suggest any medical treatment to Members. Only licensed medical professionals are qualified to give medical advice.

You are instructed not to act on the advice given by any unlicensed employee unless such advice has been verified by their licensed medical professional. You represent that there are no medical or physical conditions that would preclude your use of the Club's exercise facilities and you further represent that you have not been instructed by any physician not to use the Club.

**Medical Treatment.** You understand and acknowledge that neither Knot Springs nor the fitness professionals nor other Club personnel have expertise in diagnosing, examining, or treating any medical condition. In the event you experience any illness, injury, discomfort, impairment, or other health problem (together referred to as a "Health Problem") prior to or during a personal training session or your use of the Club, you agree to (i) immediately inform your fitness professional or Club personnel of such Health Problem, and (ii) consult your physician and reconfirm your physician's consent to or approval of your continued participation in activities at or with the Club.

**Orientation.** You are strongly encouraged to take advantage of the free initial orientation and ongoing support available to ensure the proper and safe use of all equipment.

## **MEMBERSHIP RULES AND REGULATIONS**

**Proof of Membership.** You must wear your Knot Springs Wristband at all times. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership will result in confiscation of the membership card wristband and may result in immediate termination of membership. This includes (i) allowing another person to use your membership or membership identity, (ii) allowing access to any area of Knot Springs, including the Springs, Burl Gym, Studio or Club, to any non-member or otherwise without following proper check in procedures at the Reception desk, (iii) allowing unauthorized use of your wristband to areas without Knot Springs consent. We require that all members upload a personal picture to their Mindbody membership accounts (“Membership Accounts”) to assist in tracking purposes. All members are required to sign a membership wristband agreement.

**Day Lockers.** Lockers are provided solely for the benefit and convenience of Members. Knot Springs will remove any articles left in a locker overnight. You may not leave personal property and valuables (“Valuables”) in your locker, and you release Knot Springs from all liability for lost Valuables.

**Loss of Property.** You are urged not to bring valuables onto Club premises and to keep valuables with you at all times and/or locked in designated lockers. Knot Springs shall not be liable for the disappearance, loss, theft, or damage to you or your guest’s personal property, including money, negotiable instruments, jewelry, or any items left in lockers or common area. After 30 days, all lost items will be donated.

**Pets and Bicycles.** Pets and bicycles will not be permitted in the Club.

**Service Animals.** It is Knot Springs’s policy to afford individuals with disabilities who require the assistance of a service animal with equal opportunity to access Club facilities, classes, programs, and activities. Under the Americans with Disabilities Act (“ADA”), businesses that serve the public generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed to go. Pursuant to OAR 333-060-0215, no service animals are allowed in pools or Clubs; service animals may accompany Members with disabilities on pool or Club decks and in locker rooms.

**Food and Drinks.** We will allow people to purchase a variety of non-alcoholic beverages from us to enjoy inside the Club, in Club-provided silicone cups. No outside food or drink is allowed within the Club facilities, except for your personal water bottle. Personal water bottles are only permitted in the gym and studio. No water bottles or personal beverages of any kind are permitted inside the springs area. Glass water bottles are prohibited inside Knot Springs.

**Dress Code.** Proper athletic attire is required. Knot Springs reserves the right to make the final determination in its sole discretion with regard to appropriate attire. Bathing suits are required at all times in the springs area.

**Photography and Cell Phone Policy in the Club Area.** All photography and cell phone in the Club or soaking pool areas is prohibited. This is due to privacy concerns. Please respect the Club members and guests and their privacy when using the soaking pools. Photography is acceptable in the yoga and burl gym areas upon consent and authorization by a Knot Springs representative.

**Independent Contractors.** From time to time, Knot Springs may make the services of independent contractors available to you and your guests. Knot Springs does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to you or your guests for any period of time.

**Member Guests.** Your guests are permitted in the Club, but only pursuant to such rules, regulations, fees, and schedules for such guest as then may be in effect. Reservations for guests are required. Knot Springs reserves the right to limit the number of times any one guest can use the Club and reserves the right to exclude any guest whose use of the facility, in the sole opinion of Knot Springs, would be detrimental to Knot Springs or any of its Members. All guests must register at the front desk with valid identification and completion of the Waiver and Release of Liability.

**Spotting.** Spotting by a Member or trainer is required for all use of free-weights. Free-weights may not be used without supervision.

**Change in Membership Information.** You must notify Knot Springs in writing of any changes in billing information, address, or telephone number. Failing such notice, all communications are presumed to have been received by you within five days after mailing.

**Smoking.** Smoking is prohibited at all times in Knot Springs, or anywhere on YARD premises.

**Change In Facilities and Operating Hours.** No Members or guests are permitted in the Club or gym outside regular hours of operation. As a result of repair, maintenance or special occasions, the Club may be required to restrict the use of, or temporarily close one or more of Knot Springs's facilities or activities from time to time. There will be no reduction, suspension, abatement, reduction or apportionment of Membership Fees or other charges during such time when the above-mentioned occurs. The Club's hours of operation may be modified from time to time. Knot Springs reserves the right to change the Club from time to time, to eliminate some facilities and services, and to add, modify or eliminate programs, activities, or classes. The availability of classes and equipment is subject to demand and, classes and equipment are available on a first-come, first-served basis.

**Special Events.** Knot Springs may from time to time reserve the use of its facilities for special events and private functions. You will be notified no later than 24 hours prior to any facility closures or private events.

**Closing of Club.** It is anticipated that a part of the Club, or the entire facility will be temporarily unavailable from time to time while repairs or renovations take place. Knot Springs will make every effort to minimize any disruption to Members during these periods and, if possible, to schedule any work during off hours or summer months. The Club may be closed for holidays, and may be closed for two weeks in the summer for renovations.

**Interruption of Service.** In case of a long-term interruption of service (e.g. fire), Knot Springs reserves the right to freeze memberships and add the lost time once services resume. In the event that an act of God (hurricane, earthquake, national emergency etc.) causes more than a temporary closing of the Club, your Membership Fees obligations will be suspended until such time as the Club

can be reopened. Contractual Membership Fee obligations will not otherwise be affected unless the Club cannot reopen with one year.

**Non-Discrimination.** Knot Springs represents that it will not discriminate against any person because of sex, race, creed, age, color, national origin or ancestry in considering applications for membership. The minimum age for Club membership is sixteen 18 years of age.

**Minor Use of Club.** Knot Springs requires all members, guests of members, public members and attendee of private events to be 16 years or older for springs use. Individuals who receive full body treatments, skin care or foot rubs must be 18 or older. All Minors must be accompanied by a parent at all times within the Club unless they are in a supervised activity. Knot Springs reserves the right to discontinue use by any minor who is unsupervised, or whose behavior is offensive or disruptive.

**Parking.** Knot Springs does not offer validated parking to members or guests of Knot Springs.

**Group Exercise Policies.** Each class is limited to a set number of participants. All class participants must sign in at reception. Members are not permitted to enter a class after the scheduled start time. You should not enter a class late or leave a class early without the instructor's consent. No one will be admitted into class after the intended start time and members are not permitted to enter the class room after the class start time.. If you are just starting a group exercise program or have an injury or problem that may prevent full participation, please discuss this with the group exercise instructor before class. Proper clothing and footwear must be worn in all group exercise classes. Knot Springs reserves the right to change the group exercise schedule at any time. This includes the addition or the deletion of classes, as well as changes in instructors, class times and length of classes. Knot Springs reserves the right to change group exercise policies when necessary. Knot Springs reserves the right to require advance reservations for heavily attended classes. You must sign in on the class sheet ten (10) minutes prior to class and confirm your reservation or you will be marked as a no-show. Reservations close one (1) hour prior to class.

**Facility Reservation and Cancellation Policy.** Reservations for Treatments (bodywork, foot rubs and skin care), personal training sessions, group fitness classes, and day passes are highly recommended and/or required. No-shows are not entitled to a refund. Your abilities to change or cancel reservations are as follows:

(a) Treatment Reservations. Massage and skin care reservations may be cancelled or changed with twenty-four (24) or more hours advance notice, and such cancellation will result in a full refund or no additional change fees. Cancellations with less than twenty-four (24) hours notice will result in a \$50 late cancellation charge. No Show appointments are charged in full and not subject to any refunds.

(b) Personal Training Sessions. Personal training sessions may be re-booked with twenty four (24) or more hours advance notice. Personal training sessions cancelled with less than twenty-four (24) hours advance notice will result in loss of the session without refund.

(c) Group Classes. Group class reservations may be cancelled or re-booked with four (4) hours advance notice. Group class reservations cancelled with less than four (4) hours advance notice will result in loss of the class credit, or a full drop-in rate for members (\$25). No shows are charged a \$25 no-show fee.

(d) Day Passes, Drop-In Springs. Day pass or Drop-In Springs reservations may be cancelled for a full refund, or at your discretion, rebooked, with four (4) or more hours advance notice. If you cancel



within less than four (4) hours of the reservation, you will forfeit all pre-paid funds. Day pass users receive 1 class/gym use, and 2 hours in springs; OR they may forgo their class credit for an additional hour in the springs without a class.

(e) Springs Reservations. Springs reservations may be made in advance, up to 2 hours total.

**Personal Training.** Use of fitness professionals not approved by Knot Springs is prohibited. You may not train other Members or guests, or conduct any business activity or solicit any business at the Club. Any violation of this policy may result in legal action as well as forfeiture of any remuneration received by you or your guest(s). Personal training packages may expire based on the type of package.

**Return Policy for Retail:** All sales are final. Swimsuits may not be returned.

## **Rental and Return Policy for Equipment**

**Wristbands** will be distributed to each member or guest at check-in. All wristbands will be numbered and tied to the responsible guest/member. Failure to return wristband at check out will result in a \$50 fee.

Wristbands must be returned at the end of a member's term. Failing to return membership upon member cancellation/termination/expiration, will result in a nonrefundable \$50 fee/wristband.

Ronchos are available at reception by request at no additional charge. To avoid a fee, all members/guests of Knot Springs will be required to return the roncho to the proper location when they are finished using it.

Yoga mats, heart rate monitors and other equipment (for individual use OUTSIDE of group fitness programming) are available for complimentary use. Failure to return equipment will result in a fee of \$50.

***Changing the Rules and Regulations. Knot Springs reserves the right to change these Rules and Regulations at any time.***

## **MISCELLANEOUS**

**Privacy.** Information you provide to Knot Springs pursuant to this Agreement, including payment information, information regarding your overall health and fitness, or other personal information (the "Confidential Information"), will be treated by Knot Springs and its personnel as confidential, and will not be released or revealed to any person outside of Knot Springs without your express written consent or as required by law. Knot Springs shall employ reasonable and appropriate safeguards to protect your Confidential Information. Notwithstanding the foregoing, you agree that Knot Springs may use or allow such use by another of Confidential Information in any manner so long as the Confidential Information is not personally identifiable to you, for example to compile statistics of Club usage. Knot Springs does not sell, trade, or rent your personal information to others. Knot Springs may compile aggregate statistics about our members, including sales and related information, but these statistics will not include personally identifying information. Knot Springs may release account information when we believe, in good faith, that such release is reasonably necessary (i) to comply

with law, (ii) to enforce or apply the terms of this Agreement or (iii) to protect the rights, property or safety of Knot Springs, its members, or the public at large.

**Assignment.** You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.

**Waiver.** You understand and agree that no failure or delay of either party to this Agreement, in exercising any right, power, or privilege provided under this Agreement, shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege provided under this Agreement.

**Governing Law.** This Agreement shall be governed by the laws of the State of Oregon.

**Enforcement.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.

**Attorneys' Fees.** In the event either party institutes legal proceedings against the other for breach of or interpretation of this Agreement, the party against whom a judgment is entered will pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party at pre-trial, trial and appeal.

**Entire Agreement.** This Agreement and all rules and regulations of the Club, as revised from time to time, constitute the entire and exclusive agreement between the parties, and supersede all prior promises, representations, understandings and/or agreements relating to this membership purchase. This Agreement may only be modified in writing; Knot Springs may void this contract if it is not completed by a Knot Springs employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by you. Knot Springs' employees are not authorized to make any modifications to this Agreement.

**KNOT  
SPRINGS**  
SOCIAL  
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