

Freedom Boat Club Amenity Boat Program
Terms and Conditions

1. The Freedom Boat Club Amenity Boat Program. The Freedom Boat Club Amenity Boat Program (the “Amenity Program”) is a promotional Amenity Program sponsored by Freedom Boat Club, LLC, and its affiliates (“Freedom”) that will allow an eligible participant the opportunity to reserve and operate featured boats different than the standard models regularly available (“Amenity Boats”) at the following participating company-owned locations in Florida and Georgia: Fort Lauderdale @ Bahia Mar; Sarasota @ Marina Jack; Lake Lanier @ Holiday Marina and @ Bald Ridge in Georgia. **The Amenity Program may not apply to franchised Freedom locations** and Members will need to contact their desired location to confirm participation in this Amenity Program.

A Member participating in the Amenity Program represents and warrants that the Member has read, understands, and accepts these Terms and Conditions, as they may be modified from time to time (the “Terms”). The terms and conditions of membership remain in full force and effect.

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

3. Eligibility. The Amenity Program is available only to a member of a participating Freedom Boat Club in good standing (“Member”).

4. Amenity Program Period. The Amenity Program will be available beginning at 12:00 AM May 6, 2023 through 12:00 PM December 31, 2025.

5. How to Participate. Eligible Members will have the opportunity to participate in the Amenity Program by: (i) completing the appropriate training, if applicable; and (2) reserving an Amenity Boat using the Freedom Boat Club reservation website.

The Amenity Program is subject to the following conditions and limitations:

- Member will be responsible to pay a usage fee as indicated below at the conclusion of each Amenity Boat reservation:

Usage	Fee plus applicable tax
Half-day	\$199
Full day	\$399

- Reservation availability and any applicable location restrictions for Amenity Boat usage are consistent with the reservation times at the location for standard boats.

- Member will be required to complete the following training as provided by Freedom Boat Club before making a reservation on an Amenity Boat:

Boat Model	Required Training
Sea Ray SD270 OB	Advanced Boat Operations and Open Water Certification – please contact the Membership Experience Center at 888.781.7363 or your local dock staff to schedule
Heyday H22	Virtual Training Module* – please contact the Membership Experience Center at 770-831-6082 or ga.reservations@freedomboatclub.us to receive further information

*The Virtual Training Module shall be made available to a Member upon verification of at least five (5) prior reservations that occurred without incident. Member must take an assessment and pass with a score of 80% or higher to be certified to operate a HeyDay H22.

- A reservation of an Amenity Boat will be subject to Member’s rolling reservation and weekend reservation usage as outlined in the membership terms and conditions and may be made up to 6-months in advance.
- Reciprocity – Amenity Boats are not available for reciprocal reservations.
- Cancellation Policy – If the Member needs to cancel an Amenity Program reservation for any reason, the Member may cancel without penalty by contacting the dock where the reservation is scheduled, but no less than twenty-four (24) hours prior to the scheduled start time of the Amenity Program reservation (“Start Time”). If an Amenity Program reservation is cancelled less the twenty-four (24) hours prior to the Start Time, the Member will be responsible for the applicable Usage Fee as stated above.

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

7. 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 PROGRAM 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 PROGRAM, BUT IN NO EVENT ATTORNEYS’ FEES; AND (3) UNDER NO CIRCUMSTANCES WILL PROGRAM PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PROGRAM 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 PROGRAM 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.

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

9. 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.