## SPEED FACTORY OF SPARTANBURG, INC. MEMBERSHIP APPLICATION AND AGREEMENT

THIS MEMBERSHIP APPLICATION AND AGREEMENT ("Membership Agreement") is made and entered into between membership applicants below and Speed Factory of Spartanburg, Inc. a South Carolina nonprofit corporation. "I," "Me," "We," "Us," and "Our" shall refer to the membership applicant(s), as applicable. "Speed Factory" and "It" shall refer to the Speed Factory of Spartanburg, Inc.

I/We, by signing below, wish to apply for and to become members of the Speed Factory and to use its equipment and facilities during My/Our annual membership period in strict accordance with the terms and conditions set forth within this Membership Agreement and the rules It establishes for its members, including Me/Us, which may change from time to time as It considers fit and proper, which shall be conspicuously posted within the Speed Factory facility.

As consideration for My/Our application and ongoing membership in the Speed Factory, I/We agree to pay the annual membership fee and to abide by the following Membership Rules, or other such rules as the Speed Factory establishes during my annual membership"

- 1. Annual Fees.
- 2. Physical Requirements.
- 3. Access to Speed Factory Facilities.
- 4. Participation in Speed Factory Contests, Awards, & Events.
- 5. Conduct While on Speed Factory Premises.
  - a. No Harassment or Discrimination. I/We understand and agree that harassing conduct on the Speed Factory premises or within It's facilities, whether physical or verbal, is prohibited and shall not be tolerated, and includes, but is not limited to, slurs, jokes, or degrading comments concerning sex, age, race, national origin, religion, sexual orientation, marital status, age, disability, or membership in other protected group; I/We also understand that if I/We feel as though I/We have been subject to any harassment of any nature and by any person whatsoever on the Speed Factory premises or within its facilities, I have an affirmative duty to immediately report such harassment to the Speed Factory so that it can investigate such allegations in a timely manner.

I/We understand that should the Speed Factory determine in its sole discretion that I/We are in violation of the rules and requirements set forth in this Membership or as otherwise established by It from time to time, that My/Our membership may be immediately terminated and without refund of My/Our membership fee(s).

By signing this Membership Agreement, I/We represent that I/We have separately received, reviewed, understood, agreed to, and signed the Speed Factory of Spartanburg, Inc. Waiver and Release Agreement.

IF THE MEMBER IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN IS REQUIRED TO SIGN ON BEHALF OF, AND IN LIEU OF, THE MEMBER.

| Annual Membership Commencement Date: |         | Expiration Date: |        |
|--------------------------------------|---------|------------------|--------|
| Signature:                           | Name:   |                  | Age:   |
| Address:                             | _ City: |                  | State: |
| Signature:                           | Name:   |                  | Age:   |
| Address:                             | City:   |                  | State: |
| Name of Parent or Legal Guardian:    |         | Telephone:       |        |
| Name of Emergency Contact:           |         | Telephone:       |        |