

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____ by and between _____ (hereinafter “Member”) and Recess Games, LLC, an entity duly organized in the state of Ohio, located in North Olmsted OH (“Recess Games™”).

RECITALS

WHEREAS, Recess Games™ is in the business of selling tabletop games; and

WHEREAS, Recess desires to provide space and a facility for Members to play games in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are mutually acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. REPRESENTATIONS AND WARRANTIES: Member represents that Member will abide by the rules of this Agreement and any additional rules that Recess should make regarding the use of its space and facility during the course of this membership. The failure to abide by said rules may cause Recess to cancel said membership and its privileges with the return of a prorated amount of membership fees less any damages sustained by Recess Games™ due to Member’s failure to abide by said rules.
2. RECESS GAMES™ PROPERTY: Member acknowledges that the Recess Games™ space and facility that Member will be using does not grant Member any possessory right or the rights of a tenant or subtenant. Member acknowledges that Recess Games™ can require Member to vacate or otherwise limit the Member’s access to the space and facility with or without notice at the discretion of Recess Games™ and at any time. Member understands and acknowledges that space may be limited and not guaranteed. Member understands and acknowledges that during the business hours of Recess Games™, its space and facility are prioritized for Recess Games™ events and only available when space is not being used for Recess Games™ events.
3. NON-ASSIGNMENT: Assignment of this Agreement or any interest in it or any payment due or to become due under it, without the written consent of Recess Games™, is null and void. Membership is not transferable and is nonrefundable.
4. COMPLIANCE WITH LAWS: Member agrees to comply with any and all applicable United States Federal, State and local laws, both civil and criminal. ***Member further agrees not to bring alcohol, drugs, or weapons of any kind onto the property of Recess Games™.***
5. HOLD HARMLESS: Member agrees that if Member suffers injury, death, or loss in any way due to the actions or inactions of another Member or any other person on the premises of Recess Games™, Member will hold harmless Recess Games™ from any such injury, death, or loss. Member further agrees to sign a Recess Games™ Accident Waiver and Release of Liability Form.
6. INDEMNIFICATION: Member agrees to indemnify Recess Games™ from any damages or legal liability assessed against or incurred by Recess Games™ occurring as a result of or from any actions or inactions of Member that result in said damages or legal liability, whether such actions or inactions were intentional, reckless, negligent, or otherwise.
7. ENTIRE AGREEMENT: This Agreement, the aforementioned Recess Games™ Accident Waiver and Release of Liability Form, and the Rules of Recess Games™ as attached and/or posted at the facility are intended by the parties as a final expression of their agreement with respect to such terms as are included in it

and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

8. **RULES:** Attached hereto and/or posted in the facility are the Rules for member use of the space and facility. Member acknowledges that strict adherence to the Rules is a precondition to continued membership. Member acknowledges and agrees that Recess Games™ may change the Rules from time to time and that Member will abide by said Rule changes as posted at the facility. The Rules are an integral part of this Agreement and failure to follow them may result in the immediate termination of this Agreement without refund and at the discretion of Recess Games™.

8. **GOVERNING LAW:** This Agreement, and its validity, construction, and effect, shall be governed by and enforced in accordance with the internal laws of the State of Ohio (without reference to any conflicts of laws provisions). Supplier consents to the exclusive jurisdiction of any state court located in Lorain County, Ohio or the federal court located in Cleveland, Ohio and waives any objection thereto on the basis of personal jurisdiction or venue.

9. **CONSTRUCTION:** The parties agree that each party has reviewed and revised this Agreement and has had an opportunity to seek the advice of counsel and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

10. **TERMINATION:** This agreement is for one year and will automatically be renewed at its anniversary date unless terminated with thirty (30) days written notice by Member. This agreement can be terminated by either party at any time with thirty (30) days written notice by either party. In addition, Recess Games™ reserves the right to terminate this Agreement at any time providing a pro rata return of any membership fees paid by Member. Recess Games™ reserves the right to terminate this Agreement for a violation of its Rules or for other good cause without notice and without refund.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first set forth above.

RECESS GAMES™

By: _____
Name: JAMES GRASSO
Title: PRESIDENT

MEMBER

By: _____
Name:

Recess Games™ Accident Waiver and Release of Liability Form

I hereby consent to participation in recreational activities and use of the space known as Recess Games™ (“the Facility”) located in North Olmsted and operated and maintained by Recess Games™. I acknowledge that this Accident Waiver and Release of Liability Form (“Agreement”) will be used by Recess Games™ and others, and that it will govern my actions and responsibilities, and those of my guests, at the Facility.

I acknowledge that I have read, understood and I voluntarily agree, individually and on behalf of myself, to abide by all rules and regulations as posted in the Facility. I further voluntarily agree to abide by any instruction or direction given to me by any staff member or employee of the Facility. I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE FACILITY, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I, for myself, and my guests acknowledge by accepting this waiver that I grant the Facility and its authorized representatives' permission to monitor my activities.

In consideration for use of the Facility and services and activities offered by or through the Facility, I do hereby waive, release and forever discharge from liability: Recess Games™, its subsidiaries and affiliates and their respective agents, employees, officers, directors, shareholders, successors, and assigns from any and all claims and causes of action of any kind or nature which are in any way related, directly or indirectly, to the use of the Facility or participation in any activity offered by or through the Facility which I may have or that hereafter may accrue including any such claims or causes of action caused in whole or in part by the negligence of Recess Games™, its subsidiaries and affiliates, and their respective agents, employees, officers, directors, successors, and assigns. I understand that I am here at my own risk and expense and agree I will not bring any claim or cause of action of any kind or nature against Recess Games™, its subsidiaries and affiliates, and their respective agents, employees, officers, directors, successors and assigns.

I further agree to indemnify, defend and hold harmless Recess Games™, its subsidiaries and affiliates and their respective agents, employees, officers, directors, successors, and assigns from any claims or causes of action of any kind arising from my use of the Facility or any participation or activity offered by or through the Facility. By accepting below, I acknowledge and agree that I have read this Waiver/Agreement, understood all of the terms and conditions contained herein, and that this Waiver/Agreement will be in full force and effect during each of my or my guests' visits to the Facility. This Waiver/Agreement shall remain in full force and effect at all times I am present at the Facility, or participating in a service offered by or through the Facility.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY ON BEHALF OF MYSELF AND MY FAMILY AND HEIRS, AND I ACCEPT THE TERMS OF THIS WAIVER OF MY OWN FREE WILL.

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ADDENDUM A: RULES

1. Members are allowed one guest per visit.
2. Members must clean up after themselves and their guests. This includes drink cups, bottles, carryout food bags, paper towels, napkins, plastic wear, spilled or dropped food, stains of any kind. Failure to clean up completely may incur a service fee and possible membership suspension or termination.
3. Members are responsible for themselves and their guests for damage caused to Recess Games™ property during their visits. Until damages are paid for, membership privileges may be suspended by Recess Games™ at the discretion of Recess Games™.
4. Private room rental is available to Members and their guests on a first come first served basis unless a reservation is made for an additional fee.
5. Front and rear access doors are never to be propped open.
6. Security cameras are never to be blocked or obstructed.
7. All Recess Games™ property including tables, TV, cameras, chairs, games, mats and game terrain are free to use. Such property should be left in clean and good condition after use.
8. Access is controlled and will require Members to use a mobile device to enter.
9. Membership use is not always guaranteed. Space is limited. During normal operational hours of Recess Game, this space is prioritized for Recess Games™ events and only available when space is not being used for Recess Games™ events.
10. Weapons of any kind, alcohol, tobacco, and drugs are strictly forbidden.

ADDITIONAL FEES

1. Members bringing guests after hours will be assessed 100 reward points per guest above one. If a member does not have enough points, they will have seven days to balance their account or membership may be suspended.
2. Property damage caused by a member, or their guest will be charged on a replacement cost basis and membership will be suspended until all damages are paid.
3. Members failing to clean up after themselves will be assessed a cleaning fee. Cleaning fees will begin at \$25. If cleaning requires more than 30 minutes, an additional \$50 per hour will be assessed.

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