



**IMPORTANT! PLEASE READ CAREFULLY. THIS IS A CONTRACT. BY SIGNING, YOU ACCEPT ALL TERMS OF THIS MEMBERSHIP AGREEMENT, AND THIS MEMBERSHIP AGREEMENT WILL BE A VALID AND LEGALLY BINDING DOCUMENT BETWEEN YOU AND US.**

## **1. INTRODUCTION**

Welcome to Knew Conscious Collective owned and operated by Knew Conscious, LLC (Collectively, the “Club” or “we” or “us”). The Club provides membership in the Club to you subject to this Membership Agreement. You must become a registered Member of the Club pursuant to the terms and conditions of this Membership Agreement before you may use the services or facilities of the Club. In consideration of being permitted to apply for Club membership and attend Club events, you hereby agree to be bound by all the terms and conditions of this Membership Agreement. It is critical that you read the Club Membership Application and this Club Membership Agreement in its entirety before purchasing a membership in the Club. It contains important information that (I) addresses prohibited conduct, (II) outlines obligations that you agree to assume as a member of, and each time you participate in, the Club, and (III) highlights certain rights that we reserve so that we can ensure that your membership in the Club will be an enjoyable experience and so that we can remain a responsible member of the community. Once you read this entire Membership Agreement, if you agree to all of its terms and then sign the acknowledgement form that contains the words “I accept this Membership Agreement”. After you “accept” the terms of the Membership Agreement, you may proceed with your purchase of a membership in the Club. You shall be bound by both the terms of the Club Membership Application and this Membership Agreement whenever you participate in Club activities.

It is your responsibility to read this Membership Agreement and keep apprised of any changes to it. We may update or modify this Membership Agreement at our sole discretion from time to time without prior notice to you. Any updates and modifications that we make to this Membership Agreement will be binding on you even if you choose not to read them. The updates and modifications will be binding on you from the time that we post them; and each time you register for, or participate in, a Club event constitutes your agreement to the most current version of this Membership Agreement and acceptance of all its terms and conditions as stipulated herein. If you don’t fully complete the Club Membership Application or accept this Membership Agreement in its entirety, then you will not be granted Club membership, and are not allowed to attend Club functions, or enter the Club premises. If you refuse to accept this contract and enter the Club premises surreptitiously, you agree that your mere entry into the premises constitutes your consent to all contractual provisions of the Membership Agreement.

## **2. CLUB PURPOSE**

Knew Conscious Collective is a private adult on-premises social club. You are aware of the purpose for this Club, and agree that your right to participate in, and be members of, this Club is protected by the Federal Constitution. The Club is operated under Colorado law, and only Members and their registered guests may attend Club functions.

## **3. ELIGIBILITY AND MEMBERSHIP**

Membership in the Club is offered to persons who are at least 21 years old on or before the date that he or she registers as a Member of, or attends an event at or sponsored by, the Club. By agreeing to the terms and conditions of this Membership Agreement, you represent and warrant to us that you are at least 21 years old and are authorized to enter into this Agreement. If you are a law enforcement officer, or other public governmental employee, or are affiliated with such, you will disclose such fact on the Club Membership Application. In the event you become a law enforcement officer or other governmental employee you must immediately update your Club Membership Application to reflect such change. If you are a reporter, or in any way a member of the press (print, television, online or otherwise), you must disclose such fact on the Club Membership Application. You must show valid identification upon arrival at the Club for a Club event. If we determine or suspect, in our sole discretion, that you have misrepresented your age on the Club Membership Application or otherwise, we may, among other things, terminate your Membership without refund, reimbursement, or credit of your Membership fees. Your Membership is personal to you, and you shall not assign, sell, give, or otherwise transfer your Membership to anyone else. Your Membership

in the Club commences on the day that you complete the Club application process that is required to become a Member or renew an existing Membership (including our receipt of applicable Membership fees). Your Membership will automatically expire at the end of its term, unless terminated earlier pursuant to this Membership Agreement. We may, in our sole discretion, decide not to renew your Membership. Your Membership entitles you to all benefits of attendance at Club events for so long as you are an attendee and Member in good standing. Membership in the Club and permission to attend Club events is contingent on the payment of all applicable fees and the observance of all terms and conditions of this Membership Agreement.

#### **4. FEE & PAYMENTS**

You agree to pay the Membership fees and any other charges incurred in connection with your Membership in the Club (“Membership Fees”) at the rates in effect when the charges were incurred. We will immediately bill all Club charges incurred by you. All fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, in our sole discretion by giving you notice in advance. You are responsible for all fees and charges that you may incur in connection with your use and enjoyment of the Club.

#### **5. GUEST POLICY**

Knew Conscious is a members only private club. All Patrons must have an active membership to enter the club during any private events. Prior to attending a Club event, non-members (guest) are required to pay the Membership Fees and agree to the Membership Agreement.

#### **6. MEMBER CONDUCT**

No Member shall drink alcoholic beverages to excess. No alcohol shall be sold or otherwise transferred in violation of law on Club premises. Your alcohol intake is not monitored by the Club and you release and hold harmless and indemnify the Club from any damages that may occur due to your consumption of alcohol at the Club whether that be while operating a motor vehicle or otherwise. No weapons of any kind are permitted on Club property unless you are a uniformed police officer and are on duty and identify yourself as such. Possession of weapons is grounds for immediate termination of Membership. No harassment, sexual or otherwise, will be permitted in the Club. Any such harassment shall be immediately reported to Club management. If the complaint is justified, the offending party’s Membership may be immediately terminated. If you intentionally or unintentionally cause any damages to the property, building, or its contents you assume full responsibility for all costs associated with repairs. If you intentionally or unintentionally violate any applicable local, state, or national law, regulation, rule or policy while participating in Club events your Membership may be immediately terminated. If you become disorderly and are asked to leave, you will do so immediately, and quietly. Your Membership may be immediately terminated if you fail to do so. If you are asked to leave more than once in any twelve-month period, your Membership will be immediately terminated. Not all members are invited to all Club events. The Club reserves the right to have private parties and will determine the guest list based on the activity. No photography of activities or displayed art inside the club will be permitted without explicit approval from management. The rules of the Club may be modified at any time at the discretion of the Club’s management.

#### **7. EMAILS**

You understand that from time to time, the Club may send you emails about Club events and Policy updates. You grant the Club permission to contact you via email. At any time you may opt-out of receiving e-mails from the Club by contacting Management.

#### **8. ELECTRONIC CONTRACTING**

You agree that you shall be bound whenever, after having an opportunity to review the terms applicable to registration for a Club event, you click on or check an “Agree”, “Accept” or other similar button or checkbox, at which time an electronic contract shall be formed. You certify that you intend each electronic contract, including the electronic acceptance, to constitute a legal agreement that is valid, binding and enforceable against you.

#### **9. CONFIDENTIALITY AND LIABILITY FOR ACTIVITIES**

You hereby agree to maintain the confidentiality of any and all information obtained through attendance at Club events or membership in the Club, including, without limitation, the location of Club events, the identity of Members, the name, address, or other identifying information of any Member and the activities and occurrences at events

hosted, sanctioned, sponsored by, or associated with, the Club. Membership in the Club is private, and a privilege, and as such, shall not be disclosed, either during or after the Term to any non-members including, without limitation, members of the press or law enforcement. If you become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process or order of a court of competent jurisdiction) to disclose any Confidential Information, you shall provide Club Management with prompt written notice and a reasonable period of time (not to exceed 90 days) so it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Membership Agreement. In the event such protective order or other remedy is not timely obtained, or compliance with the provisions of this Membership Agreement is waived, you shall disclose only the minimum amount of Confidential Information that is legally required and shall exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed. Knew Conscious Collective makes every effort to protect the privacy of its members. The Club will not share your email address or any other personal information or the Club's Member database with third parties unless in connection with a change of ownership or management of the Club, a sale or other transfer of the Club to a third party, or if required by court order. Except as set forth above, your identity will be disclosed only if we become aware of your violation of law and it is required that we do so, or it is necessary for the safety of our Membership. In the event of dissolution of the Club, Club Management may, at its sole discretion and using its good faith judgment that it is in the best interests of the Members, with or without advance notice, disclose Member personal information along with membership and historical attendance data for current and former Members to an entity (and its principals) formed for the purpose of operating a Private Social Club, provided, however, that such entity is owned or controlled by one or more current or former members of the Club and provided, further, that the principals of such entity agree to be bound by and honor the same or substantially similar confidentiality rules as those provided herein. Such transfer of information shall expressly not create nor imply on the part of such new entity an acceptance of successor liability with regard to the existing Memberships of the Club or other liabilities of the Club to its Members. Additionally, any existing Members may or may not be offered Membership in the new club at the sole discretion of the new club's management. Should such information be disclosed in connection with the foregoing, any Member whose information is disclosed may request in writing the deletion of its information from the new entity's records, following which said information shall be destroyed within five (5) business days. The Club is not responsible for the conduct, acts, or omissions of any Member, or for false or misleading information provided by any Member, and you waive any and all claims, damages, losses or causes of action against the Club arising out of the activities of any Member.

## **10. REPRESENTATIONS**

YOU HEREBY REPRESENT TO US THAT: You are at least twenty-one (21) years of age at the time of acceptance of this Membership Agreement; All identifying information provided by you in connection with the Club Membership Application and this Membership Agreement is accurate; Except as otherwise fully disclosed in writing to Club Management, you do not serve in any capacity as a law enforcement officer, investigator, inspector, agent, employee or informant of any municipal, county, state, or federal governmental agency or department. Further, if you are a member of law enforcement as described above, you expressly represent that you are attending a Club event for the sole purpose of personal entertainment and are not acting or attending in any official capacity and not attending at the request or demand of, or as an employee of, any such agency or department; Except as otherwise fully disclosed in writing to Club Management, you are not a reporter, employee, investigator, independent contractor or informant associated with, assisting or employed by any broadcast, print, internet or other news or entertainment media nor any organization which disseminates information in any way to the general public. Further, if you are a member of The press as described above, you expressly represent that you are attending a Club event for the sole purpose of personal entertainment and are not acting or attending in any official capacity and not attending at the request or demand of, or as an employee of, any such media or organization; Your application for Membership in the Club is made in good faith for the sole purpose of obtaining Membership in the Club and participating in Club events, and not for any other purpose; and

**YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS AGREEMENT, AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.**