



Membership Terms and Conditions

These Terms and Conditions are the standard terms which apply to provision to, and use by, Members and other users of any facilities and services provided by the Club, namely Mayhem Racing Charities.

1. Interpretation

Definitions:

“**Application for Membership Form**” means the application for membership form to be completed and submitted to the Club in order to become a Member of the Club.

“**Club**” means Mayhem Racing Charities as an entity, or any facilities associated, partnered, or temporarily provided by third party organizations.

“**Contract Term**” means a period, usually monthly or annually, defined in the Agreement and renewable within that period, until the agreement is terminated by either party in accordance with these terms.

“**Events**” means any event hosted by Mayhem Racing Charities or partnered organization that Mayhem Racing Charities organizes or provides third party support for within the Contract Term.

“**Event Fee**” means the fee charged to Members, guests of Members, or third party guests that are attending an Event.

“**Facility**” means any property owned, leased, or provided by the Club.

“**Guest**” means a non-Member.

“**Member**” means the person or company who is named on the Application for Membership Form and for whom, following acceptance to the Club, the Club has agreed to provide access, services, or goods to, in accordance with these terms.

“**Membership**” means the period of time when a Member is contracted with the Club.

“**Membership Fee/Membership Dues**” means the monetary payment made by the Member to the Club to cover membership costs or additional expenses agreed between the Club and Member for the Contract Term.

“**Membership Term**” means a monthly or annual (12 month) period as defined in the Agreement

“**Terms and Conditions**” means the terms and conditions of Membership set out below.

“**Website**” means the Club’s website (www.MayhemRacingCharities.com), any affiliated and/or partnered organization’s website, or any social media platforms

2. Agreement to the Terms

When applying for Membership of the Club, the Member confirms that it has read and agrees to be bound by these Terms and Conditions. Upon Membership being accepted by the Club, the Member will be provided with access to its own copy of the Terms and Conditions and they should be retained for future reference. If Member does not receive a copy of the Terms and Conditions, it is the Member’s responsibility to request a copy of the Terms and Conditions from Mayhem Racing Charities.

3. Contract Term and Payments

3.1 Membership of the Club is for an initial Contract Term of monthly (1 month) or annual (12 consecutive months) and is subject to payment of the Membership Fee prior to the Member’s renewal date.

3.2 Following the expiry of the initial Contract Term and any subsequent Contract Term, the Member must renew their Membership paying the Membership Fee for the next Contract Term otherwise Membership is terminated in accordance with these Terms and Conditions.

3.3 Members shall pay the Event Fee to attend Events. Guests attending with Members shall pay the same Event Fee unless otherwise stated. An Event Fee shall not be refunded if a Member or Guest is unable to attend the Event following the expiry of the Event booking deadline date.

3.4 Members shall pay an additional fee, to be agreed between the Club and Member, for a sponsored hyperlink to appear on the Website, vendor booth at any Event, advertisement at any Event or Facility of the Club, or any actions that require compensation to the Club at the discretion of the Club.

4. Warranties and Liability

4.1 The Club warrants to the Member that Events and Facilities will be provided using reasonable care and skill as far as reasonably possible. Where the Club uses the service of any agent or third party (such as speakers at events, vendors, organizations, or non Club facilities) the Club does not give a warranty, guarantee or indemnity in that respect.

4.2 Except in the case of death or personal injury caused by the Club’s negligence, the Club shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Club or its agents or otherwise) which arise out

of or in connection with the provision of the services or Events and the entire liability of the Club under of in connection with the Membership, services or Events shall not exceed the Membership Fee for that agreed Contract Term, except as expressly provided in these Terms and Conditions. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.

4.3 The Club shall not be liable to the Member or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, and of the Club's obligations in relation to the services or Events, if the delay or failure is due to any cause beyond the Club's reasonable control, and time shall not be one of the essence. In respect of an Event canceled by the Club for any reason whatsoever, liability shall be limited to refunding the Event Fee.

5. Termination of Membership

5.1 The Member may terminate the Membership by giving written notice to the Club. If notice is given during the Contract Term, the Member will not be refunded any remaining amount of the Membership Fee for the Contract Term. Advance written notice may be given to the Club by the Member to terminate Membership on expiry of the Contract Term to remain a Member to the expiry date of the Contract Term.

5.2 Either party may at any time terminate the Membership by immediate written notice if the other commits any material breach of these Terms and Conditions or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

5.3 Upon termination of the Membership for whatever reason all sums owed by the Member to the Club shall become due and payable by the Member with immediate effect. Club reserves the right to accept or refuse any agreement between the Club and Member for payment of any and all sums owed by the Member upon Membership termination.

6. Insolvency of Member

6.1 This clause applies in any of the following circumstances:

6.1.1 The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);

6.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Members;

6.1.3 The Member ceases, or threatens to cease, to carry on business;

6.1.4 The Club reasonably believes that any events is about to happen and notifies the Member accordingly; or

6.2 If this clause applies then, without limiting any other right or remedy available to the Club, the Club may cancel the Contract or suspend Membership, including access to its Website and attendance at any Events or Facilities.

7. General

7.1 Membership allows all a Member's personnel to access certain areas of the Website or Facility. If a Member decides to cancel their Membership, any and all access will stop.

7.2 If you enter your details in any inquiry form or contact form you are giving your express permission for your details to be added to our data base for contact and marketing purposes. Your details maybe provided to a third party, see Clause 7.4 below.

7.3 The Club understands that email marketing is a useful tool, however, Members are politely asked to keep emails between the Club or other Members professional and Club related topics only. Members may opt out of any email program by providing written notice to the Club. The Club reserves the right to suspend the Member's access to the Website in the event of complaints from other Members, and such complaints would constitute a breach of these Terms and Conditions.

7.4 Members and attendees at an Event acknowledge and accept that the Club reserves the right to publish email contact details of the attendees at each Event. The contact details may be provided to other attendees, the speaker, the venue, nominated charities or other worthy causes (as determined by the Club).

7.5 As a Member of the Club, the Member agrees to conduct themselves in a professional and business-like manner, treating other Members, Facilities, vendors, guests, venues, or any third party organizations that may be present with respect at all times. If the Club should receive a complaint about any Member's behavior, it reserves the right to suspend Membership, legal removal from any Facility or venue, and possible legal action. Such complaints would constitute a breach of these Terms and Conditions.

7.6 Membership of the Club is at the sole discretion of the Club and it reserves the right to refuse Membership at any time without reason.

7.7 The Website may use cookies to monitor browsing preferences. If you do allow cookies to be used, certain personal information may be stored by us. We will never share your personal details obtained through this manner with any third parties.

7.8 Waiver. No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.9 Any dangerous or reckless driving, burnouts, excessive revving, or other unlawful vehicular actions at any Event or Facility is strictly forbidden. Occurrences such as these, but not limited to, are at the sole discretion of the Club. If the Club should receive a complaint about any Member violating this clause, it reserves the right to suspend Membership, legal removal from any Facility or venue, and possible legal action. Such complaints would constitute a breach of these Terms and Conditions.

7.10 Confidentiality.

7.10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted below.

7.10.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purpose of carrying out the party's obligations under these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause, and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

7.11 Notices. Any notice to the Club is to be sent in writing or email to the Club and received by an officer or board member. Notices to the Member will be sent to the address on the Application for Membership Form, unless the Club is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

7.12 Severance. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

7.13 Entire Agreement. These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understanding between them, whether written or oral, relating to its subject matter.

7.13.1 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out

in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

7.14 Variation. No variation of Membership shall be effective unless it is in writing and signed by the parties (or authorized representatives).

7.15 Force Majeure. Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

7.16 Third Parties. No one other than a party to these Terms and Conditions shall have any right to enforce any of its terms.

7.17 Governing Law. These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of the State of Colorado.

7.17 Jurisdiction. Each party irrevocably agrees that the courts of the State of Colorado shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.