

JONATHAN CLUB

MEMBER AND FAMILY PRIVILEGE CARD HOLDER(S) AGREEMENT

RELEASE, ASSUMPTION OF RISK, EXPRESS INDEMNITY AND AGREEMENT TO ARBITRATE

In consideration and as an express condition of enjoying the privileges of the Jonathan Club ("Club"), and the ability to participate in various Club activities, either as a member or a Family Privilege Card Holder I/we, by my/our signatures below, for myself/ourselves and on behalf of our children under the age of 18 (other than Paragraph 4, which paragraph only applies to this Release Agreement's signatories and not to minor children), hereby enter into this Release, Assumption of Risk, Express Indemnity and Agreement to Arbitrate (referred to herein as the "Release Agreement").

1. Adherence to By-Laws, House Rules, Other Directives /Protection of Others. I/we agree to comply with the Club's By-Laws, House Rules, and any additional rules and procedures the Club issues. These include, by way of example and not limitation, any House Rules that pertain to the use of the Club's facilities, events that the Club hosts, guests, conduct at the Club or outside the Club, or any special situations that may arise from time-to-time (e.g., natural disasters, pandemics, riots, or states of emergency). In this regard, I/we agree to submit to questionnaires, temperature checks, voluntarily quarantines, and any other methods requested by the Club as a condition to using the Club's facilities or participating in Club activities. I/we further agree that I/we will use my/our best efforts and judgement to avoid engaging in conduct that could be detrimental to others using the Club's facilities or participating in Club events, including the following: using or allowing family members or guests to use the Club's facilities or participating in, or allowing family members or guests to participate in, Club events after exposure or potential exposure to any infectious diseases, both communicable or non-communicable, including those caused by viruses or bacteria (referred to herein as an "Infection" in the singular or "Infections" in the plural) until I/we or they have fully recovered and do not pose a danger of exposing others to the Infection; engaging in activities which pose a danger to myself/ourselves or others (e.g., physical altercations or engaging in unsafe activities); or engaging in any conduct or activities prohibited by the House Rules or which a Club employee has requested be discontinued.

2. Release. I/we, on behalf of ourselves and our children under the age of 18 hereby hold harmless, release and forfeit any and all rights, claims, causes of action, loss or damages I/we or our children now or in the future may have against the Club, its successors, officers, directors, members, employees, agents, representatives, attorneys, insurers and assigns (hereafter referred to as the "Released Parties") arising from or relating in any way to: the Club; membership in the Club, including restriction or forfeiture of membership rights and privileges for violation of the Club's By-Laws, House Rules or other rules; the use of Club facilities; the participation in Club activities whether on or off Club premises; any misuse or misappropriation of any non-public personal information maintained by the Club, including through any data breach, piracy, or theft of information; any and all claims, causes of action, loss or damages incurred by reason of bodily injury, emotional or psychological injury, property damage/loss or death due to the negligence (active or passive) of any of the Released Parties; and any contract breach, discrimination and equitable claims to the extent allowed by applicable law.

The release provided herein specifically includes (i) exposure or potential exposure to any Infections (both communicable and noncommunicable, including to those caused by viruses or bacteria) as well as to any allergen (including such foods as peanuts, fish, eggs and milk); (ii) the negligent acts or

omissions of any of the Released Parties related to or arising out of any Infections or allergens, or efforts to protect against any Infections or allergens; (iii) illness, physical injury, bodily injury, or death arising out of any Infections or allergens; and (iv) exposure to any individuals on Club property who have an Infection or contain any allergens, or to property that may hold or contain any Infection or allergens.

I/we agree and acknowledge that, in connection with the foregoing release, all my/our rights under California Civil Code Section 1542 are expressly waived. Civil Code Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3. Representations; Acknowledgment and Assumption of Risks. I/we and (if applicable) my/our children will have the opportunity to engage in various activities and obtain various services, including use of the Club's facilities, participation in exercise programs and athletic activities, obtaining spa services, attending social functions and parties, and participating in field trips. I/we are aware that certain risks attend participating in these activities (which can include exposure to Infections or allergens), and engaging in physically demanding activities, and that these risks include bodily, emotional or psychological injury, illness, temporary or permanent disability, and death. Certain activities/programs have risks, including ones caused or contributed to by the negligence (active or passive) of one or more of the Released Parties. Among such risks are: (i) with respect to exercising and sports activities: heart attacks, muscle strains and tears, broken bones, shin splints, heat prostration, herniated disks, sunburn, knee/lower back/foot injuries and muscle soreness; (ii) with respect to surfing or other water sports: drowning, heart attacks, neck injuries including a broken neck, muscle strains and tears, herniated disks, broken bones, shin splints, bruising from being hit by a surfboard, heat prostration, head/face injuries, knee/lower back/foot injuries, sunburn, jelly fish stings and muscle soreness; (iii) with respect to spa services: extreme heat and/or humidity, allergic reaction to oils, lotions or chemicals, temporary discomfort, bruising or swelling, internal bleeding, nerve damage, paralysis and slippery floors or surfaces; (iv) and with respect to all activities conducted on the Club's premises or at events organized by the Club, exposure or potential exposure to Infections.

I/we agree that through our use of the Club's facilities and participation in programs and activities offered by the Club, that we are aware of the foregoing risks. I/we further agree to assume all risks of injury, damage or loss in any way relating to or arising out of Club membership, the use of the Club's facilities, or the Club's programs or activities (on or off the Club premises), including any such loss stemming in whole or in part from the negligence (active and passive) of any of the Released Parties. I/we further agree to immediately inform the Club if I/we believe that I/we have been injured, or if our children have been injured, while using the Club's facilities or engaging in the Club's programs or activities. I/we acknowledge and agree that the Club may require us to sign activity-specific agreements similar to the ones contained in this Release Agreement as a condition to allowing us to participate in the activity. I/we acknowledge our responsibility for the acts and omissions of each of our children and guests who are allowed on Club premises and/or allowed to participate in Club programs or activities.

4. Agreement to Indemnify.

(a) I/we each agree, jointly and severally, to indemnify and pay on the Club's behalf any defense costs, adverse judgment or settlement incurred as a result of liability, injury (including bodily, emotional or psychological injury), property damage/loss, death or other loss sustained by a third party arising from or related to membership in the Club, the use of the Club's facilities, or participation in Club activities, if such loss is due in part or in whole to any of my/our, my/our children or any of our guests' negligence (active or passive), willful misconduct or criminal actions, irrespective whether this loss is also due to the concurring negligence (active or passive) or other fault of any of the Released Parties. It is intended that this be a California Civil Code § 2778(1) type indemnity provision.

(b) I/we each further agree that to the extent our conduct and activities outside the Club impose a direct financial burden on the Club or any of the Released Parties, we will indemnify the Club and/or the Released Parties for any liability, cost or other expense incurred by them which arises out of such conduct or activities. Examples of such costs include (but are not limited to) costs for outside counsel, staff overtime or time-off compensation incurred in responding to subpoenas and attending examinations, depositions, court hearings, arbitrations, trials and like events related to criminal matters and other disputes (including divorces, contract and employment disputes, tort actions and creditors' claims).

5. Agreement to Arbitrate. I/we each agree on behalf of ourselves and our minor children that any claim, grievance, demand, cause of action or dispute of any kind whatsoever ("Dispute") arising out of, in connection with or in relation to Club membership, property, policies, activities or this or any other agreement with the Club, including any claim, cause of action or loss due to bodily injury, emotional or psychological injury, property damage/loss or death as well as, to the extent allowed under applicable law, all claims for contract breach, data breach, violation of law, discrimination and equitable relief, shall be settled by binding arbitration on an individual (not class-wide basis) before a single arbitrator in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), and enforcement of any award shall be governed by the applicable provisions of the California Code of Civil Procedure relating to the enforcement of arbitration awards as in effect at the time the arbitration commences. A copy of the JAMS Rules and the applicable provisions of the California Code of Civil Procedure (at the time this is signed and at the time of any arbitration) can be obtained from the Club's General Manager, and the JAMS Rules are online at www.jamsadr.com. The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Release Agreement, including any claim that all or any part of this Release Agreement is void or voidable. Such binding arbitration shall take place in Los Angeles, California, and judgment on the award rendered by the arbitrator may be confirmed and entered by the Superior Court of the State of California, County of Los Angeles. Notwithstanding the foregoing, the Club may take appropriate action to collect a delinquent account.

6. Severability; Interpretation. If any provision in this Release Agreement is held to be illegal or invalid, such provision shall be deemed severed and deleted; neither such provision nor its severance and deletion shall affect the remaining provisions of this Release Agreement. For purposes of this Release Agreement, the words "include," "includes," and "including" are deemed to be followed by the words "without limitation" and the word "or" is not exclusive.

7. Merger Clause. This Release Agreement represents the entire understanding of the parties herein related to the subject matters contained herein. Neither party may rely upon any prior or

contemporaneous representations or promises, whether oral or written, in the interpretation of this Release Agreement. In the event there is any inconsistency between the terms of this Release Agreement and the terms of any other document a party may subsequently sign that addresses any of the subjects of this Release Agreement, the terms of this Release Agreement will control.

8. Choice of Law/Venue. This Release Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles.

9. Counterparts. This Release Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Each of us has carefully read and understand the above and agrees to all its provisions. I/we have also advised any child of mine/ours under the age of 18 that we have signed this Release on his/her behalf as well as my/our behalf and answered any questions any such child had regarding what my/our having done so means insofar as their rights and duties under it are concerned.

Dated: _____

(Signature)

(Print Name)

Dated: _____

(Signature)

(Print Name)

NAMES AND BIRTHDATES OF MINOR CHILDREN:

(Print Name and Birthdate)

(Print Name and Birthdate)

(Print Name and Birthdate)

(Print Name and Birthdate)