



PROFESSIONAL ASSOCIATION OF PARASAIL OPERATORS MEMBERSHIP AGREEMENT

As a condition to Membership in the Professional Association of Parasail Operators (PAPO), an Applicant should carefully read this Agreement with full knowledge and understanding of its terms and conditions and return a signed copy of this Agreement to PAPO, along with full payment of the applicable Membership Dues, signifying Applicant's acceptance of this Agreement and request for Membership in PAPO. Otherwise, an Applicant should immediately return the unsigned copy of this Agreement to PAPO, together with any "Membership Materials" received therewith, signifying Applicant's refusal of this Agreement and Membership in PAPO.

Upon receipt and acceptance of a signed copy of this Agreement, payment of the applicable Membership Dues and determination of qualification of Applicant, in PAPO's sole and absolute discretion, Evidence of Membership shall be issued to Applicant who thereafter shall be a Member, enjoying all rights and privileges of Membership, subject always to the terms and conditions of this Agreement.

1. Membership in PAPO confers only the rights and privileges existing from time to time, as promulgated by PAPO in PAPO's sole and absolute discretion, and, in no event, shall confer any ownership, control or voting rights in PAPO.
2. A Member shall, at all times:
 - 2.1. Adhere to the terms and conditions of this Agreement.
 - 2.2. Place passenger safety first.
 - 2.3. Operate in strict compliance with PAPO Operating Standards and Guidelines (OSAG), as amended from time to time.
 - 2.4. Operate all vessels under the direct supervision of a PAPO registered Captain.
 - 2.5. Submit to PAPO Compliance Program Audits and Inspections which may include random and unscheduled site visits.
 - 2.6. Provide information to PAPO in a prompt, truthful, complete and accurate manner, whether solicited by PAPO or required to be provided to PAPO pursuant to PAPO Operating Standards and Guidelines.
 - 2.7. Provide to PAPO complete contact information to which notice may be provide to Member under this Agreement, including prompt updates thereto.
 - 2.8. Utilize Membership Materials in accordance with this Agreement.
3. Membership is non-transferable and is issued annually on a calendar year basis. Unless renewed by Member in accordance with PAPO renewal policies, Membership shall expire on the earlier of: (i) the date set forth on the then current Evidence of Membership, or (ii) written notice of Member's termination for violation of this Agreement, issued in PAPO's sole and exclusive discretion.
4. Member shall defend, indemnify, and hold harmless, absolutely and unconditionally, PAPO from and against any and all damages, losses, claims, demands, actions, causes of action, costs, expenses, liabilities and obligations of any kind whatsoever, including, but not limited to, attorney's fees, arising out of, related to, or connected with this Agreement and the matters contemplated hereby, which such provision shall survive the termination of this Agreement.
5. In no event shall PAPO be held liable under this Agreement or the matters contemplated hereby for an amount exceeding Member's most recent Membership Dues, which such provision shall survive the termination of this Agreement.

6. This Agreement may be amended from time to time in PAPO's sole and absolute discretion and, in such event, PAPO will promptly provide Member a copy of any such amendments.
7. Member acknowledges that all Membership Materials provided to Member by PAPO shall be and are the sole and exclusive property of PAPO and Member shall take no action inconsistent with the ownership of any such Membership Materials. Upon the termination of this Agreement and Membership in PAPO, Member shall immediately cease the use of all Membership Materials and promptly return to PAPO all Membership Materials or items containing or incorporating any Membership Materials with a written statement setting forth Member's compliance with these provisions regarding Membership Materials.
8. This Agreement shall be governed in accordance with the laws of the State of California without regard to principles governing choice of law or conflicts of law. All conflicts regarding this Agreement or the matters contemplated hereby shall be decided by binding arbitration in San Diego County, State of California by an arbitrator selected by the parties hereto or, if the parties cannot agree, by a court of competent jurisdiction located in San Diego County, State of California, which such provisions shall survive the termination of this Agreement.

Having carefully read the foregoing and understanding it to be a legally binding document, the undersigned hereby executes this Agreement and requests Membership in PAPO subject to all of the terms and conditions set forth herein.

Applicant Signature

Dated

Printed Name of Applicant