

POCONO PREMIER PROGRAM MEMBERSHIP TERMS & CONDITIONS

Last Updated / Effective Date: [January 18, 2022]

Introduction

The Poconos Premier Program membership program and benefits are offered by CMBK Resort Holdings, LLC, d/b/a Camelback Resort, with an office at 193 Resort Drive, Tannersville, PA 18732 or such other entity as may be designated from time to time by update to these Terms (defined below) from time to time (“**Company**”). Company will provide you (as defined below) with the Benefits (defined below) of membership in the Poconos Premier membership program (the “**Program**”) as described in these Terms (defined below). These terms and conditions govern your membership in the Program (the “**Terms**”). Please carefully review these Terms and click the appropriate box where indicated to confirm that you have read, understand, and agree to abide by these Terms, which include an Arbitration Provision.

Membership Eligibility

Membership in the Program is available to individuals of majority age in their state of residence. Corporations, associations, entities, or groups are prohibited from enrolling in the Program, redeeming, or otherwise using any Benefits. This Program is intended for personal use and may not be used for investment or other commercial purposes. Application for membership, membership in the Program, and certain Benefits are void where prohibited by law. By enrolling in the Program, you certify that you meet the eligibility requirements set forth in these Terms.

Company reserves the right to suspend, discontinue, or terminate your membership if Company reasonably suspects you of ceasing to satisfy the eligibility requirements or of using the Program in a manner inconsistent with the Terms or intent of the Program. In addition to the above, Company reserves the right to take administrative and/or legal action, including, without limitation, criminal prosecution, as it deems necessary in its sole discretion.

Membership Term, Fee, Cancellation, and Renewal

Your membership term will commence upon the effective date of processing your membership application. The initial term will expire on the anniversary of the third calendar year after this effective date, unless terminated earlier or unless otherwise agreed by Company. Thereafter, if the Company elects to continue the Program, Members will be offered an opportunity to renew the membership for the then offered renewal term and at the then current membership fee as determined by Company in its sole discretion. Membership fees may be adjusted, waived, or postponed from time to time as determined by Company, in its sole discretion. If you do not renew prior to the expiration of the Term, your Membership will automatically expire. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. Once enrolled in the Program, you may cancel your membership without refund at any time by providing written notice to Company at Membership@camelbackresort.com. The Program has no predetermined termination date and may continue until such time as Company decides to terminate the Program, at any time, with or without cause. In the event the Company elects to terminate the entire Program without cause, the Company will refund a portion of the membership fee to each Member, based on the remaining number of days in the unexpired term, within 45 days after the date of termination. Membership fees are consideration for membership and renewal of your membership and are not payment for any goods or services.

Parties

These Terms govern and control the Program and the relationship between Company and the persons whose names are provided below (collectively herein “**you**” and “**your**”, as applicable). Only the persons whose names appear on in the Membership Agreement initially and thereafter in the Registration Information may use the Program Benefits. A Member’s “**Family**” includes the Member’s companion and their unmarried children under the age of 23 living at home, attending school on a full-time basis, or serving in the U.S. Armed Forces or U.S. volunteer corps on a full-time basis. A Member living together with another individual in the same household as a family unit may designate the other individual to use the benefits as a “**spouse**” or “**companion.**” The Company may establish additional rules and procedures as it deems appropriate regarding designation of spouses, companions and Family members.

You are considered a Member in good standing for so long as you are in compliance with these Terms, including, but not limited to, being current on all payments, fees, expenses, and costs prescribed by these Terms.

At the time of your registration as a member, you agree to provide true, accurate, and complete information to Company (your “**Registration Information**”) and agree to maintain and promptly update your Registration Information as necessary in order to keep your Registration Information up to date. You may update your information by contacting Company at Membership@camelbackresort.com. If Company reasonably suspects that any Registration Information or other information that you have provided to Company or another Provider is untrue, inaccurate, or incomplete at any time, Company may suspend or terminate your membership immediately and may suspend or terminate access to your account, the website, and related services and Benefits.

Program Benefits

Specific Program benefits and services have been established for the Program. Company, in its sole discretion, reserves the right to prepare, maintain, and offer differing Benefits, costs, fees, rules, procedures, and conditions to various members within the Program. Company reserves the right to add, modify, delete, or otherwise change the rules, procedures, conditions, or benefits, pertaining to the Program in its sole discretion, with notice, so long as the discounts set forth in following Benefits are not reduced during the initial term. You acknowledge that these changes may affect your access to, and use of the Benefits. This means that Company may make changes that affect, but are not limited to, amenities within the Program, rules and procedures for the reservation or use of Benefits, continued availability of certain Benefits, Benefit types available under the Program, and any other feature or special offer, including, but not limited to, those benefits identified in these Terms and on www.camelbackresort.com/about-camelback/camelback-premiere-membership (“Benefits”).

These Terms and a description of then current Benefits, as amended from time to time, are available at www.camelbackresort.com/about-camelback/camelback-premiere-membership. You are responsible for remaining knowledgeable as to the current Terms and Benefits. Company may attempt, but is not required, to send correspondence to advise you of matters of interest, including notification of Program changes. Company will not be liable for any failure to do so and will not be responsible for incorrect or inaccurate transcription of your contact information, for problems related to any of the equipment or programming associated with or utilized by you, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any website or on-line service, for any other technical or non-technical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail or e-mail for whatever reason.

All Benefits available under the Program are subject to the conditions as provided in these Terms, as amended from time to time, and the terms, policies, and procedures of Company. Company’s interpretations of these Terms and the Benefits shall be dispositive in the event of a dispute regarding the meaning of these Terms or the then current Benefits.

Benefits (in general)

In all cases, Members will have access to Benefits while occupying overnight accommodations at the Resort.

Discounts on Accommodations

Members may reserve rooms for themselves and Family members up to one year in advance at a 25% discount off best available published room rates for stays during the Membership term. Member may book a maximum of four rooms or suites during any one stay, depending on the size of the Member’s party and current room availability. Discounted rates are applicable to already confirmed reservations from the effective date of the Membership as long as reservations have been booked directly through the Resort. All reservations will be subject to Resort Rules.

Accompanied guests of Members may also reserve Resort rooms using the Member preferred rate off of the best available room rates, subject to availability and other restrictions. Company reserves the right to limit guest privileges, including limitations on the number of stays and/or length of stay a particular guest may utilize the Resort. Guests may be subject to “minimum night stay” requirements during various times of the year. Benefits for guests accompanying Members extend only to preferred rates on Resort room reservations and not to other Benefits or discounts.

Daily resort fees apply and include unlimited in room local, toll-free and credit card calls, premium high-speed in-room internet access, and guestroom coffee service.

Discounts on Parking

Complimentary Resort general parking.

Discounts on Resort Activities

Members will receive an additional 15% discount on top of lodge discount on Resort ticketed and reserved activities, including skiing, tubing, kid’s activities, Aquatopia, and Camelbeach Cabanas.

Discounts on Select Resort Shops, Food and Beverage Locations and Catering

Members will receive 15% discounts on select Resort shops, food and beverage locations, and catering services.

Vacation Concierge

Members will have access to concierge services to assist with VIP treatment during your vacation.

Other Benefits

Members will receive a periodic Members newsletter with additional Members-only special promotions

Additional Terms and Conditions.

All Benefits related to accommodations are on a first-come, first-served basis and are subject to availability. Blackout dates may apply. Benefits cannot be saved or banked for use in subsequent years. Additional fees may apply and are FINAL and NONREFUNDABLE. You are not guaranteed fulfillment of a specific request or receipt of any specific Benefit. Benefits may be used only for personal and noncommercial purposes. Only the member named on the confirmation form and Family members or accompanying guests may occupy accommodations. You are expressly prohibited from offering, marketing, selling, renting, or transferring any Benefits, including any reservation for an accommodation in association with the Program. Reservation fees are based upon factors determined by the Company, and are subject to applicable federal, state, local taxes, expenses, and fees. You do not receive any real property interest, beneficial interest under any trust, or any right to occupy accommodations. Prices are in U.S. dollars. Company reserves the right to limit the number of confirmed reservations in its sole discretion. This Program is intended for the sole benefit of the individuals who enroll in the Program and their respective permitted successors and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable interest, right, benefit or remedy of any nature whatsoever, and is solely representative of the Benefits provided.

Folio Charges and Expenses

You are also solely responsible for payment of all transportation, food and beverage, including telephone, Program-specific charges, and any other items of a personal nature associated with any use of your Membership (collectively, “**Folio Charges**”). As a convenience to you, Company may occasionally offer you the opportunity to charge a variety of services to your Membership account. In such event, Company is hereby authorized to charge any and all such charges to your credit/debit card or other payment system on file with Company at the time of booking the service or upon your departure. In some instances, Company may otherwise permit you to “settle” such charges prior to departure. Only Members in good standing and who have a valid credit/debit card or other payment system on file with Company are entitled to any such charging privileges.

Resort Rules

Because many of the Benefits have their own characteristics which may be distinguishable from other Benefits, we reserve the right to enact separate rules for each option (as to each, the “**Resort Rules**”). Resort Rules may change from time to time without advanced notice at Company’s sole discretion and may be based on contractual obligations, laws, and regulations governing each Benefit including, without limitation, any applicable laws, governmental regulations, licenses, permits and Company-imposed rules. We will provide you with a copy of applicable Resort Rules at the time a reservation is made. By agreeing to be bound by the terms of the Terms and Conditions and any other applicable Membership Documents, you agree to comply with, and acknowledge that the use and occupancy of the Resort, or receipt of each Benefit, by each Member, Family member and permitted guest is subject to, all applicable Resort Rules.

Transfer

If married Members are legally separated or divorced (including companions with community property or similar legal rights are legally separated), the Membership will vest in the companion awarded the membership by the court or, if the separation is pursuant to a separation agreement under the laws of a state where separation is so permitted, then the membership will vest in the companion awarded the membership in the separation agreement. The Company reserves the right, in its sole discretion, not to transfer the membership to either companion if the Company, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership, in which case the membership will be deemed to have been terminated. Until acceptable written notice has been received by the Company, both companions will be jointly and severally responsible for the payment of all monetary obligations incurred in connection with the Membership, and both companions will be eligible to use and enjoy the Program Benefits.

Upon the death of either married Member (but not both persons), the Membership shall automatically continue in the surviving spouse or companion, who shall thereafter be permitted to add any new spouse or companion to such membership. Upon death of the sole Member (in the event that there is no surviving spouse or companion) or the death of both married Members, the Membership may be transferred to a natural person (“**Successor**”) in accordance with the applicable laws of succession, provided that

such Successor must agree, in writing, to accept the transfer of such Membership and agree to such documents as required by Company to evidence the Successor's agreement to be bound by the Membership Documents. If a person to whom a deceased Member's Membership is to be transferred in accordance with the applicable laws of succession does not desire such Membership within ninety (90) days of the transfer pursuant to the applicable laws of succession, such Membership will be terminated.

All Memberships transferred in accordance with this Section are and shall remain subject to the payment of all applicable Membership fees related thereto and other amounts payable in connection therewith.

Member, Family and Guest Conduct

You are jointly, severally and fully responsible for your actions and the actions of your Family members and permitted guests during all use and enjoyment of Benefits or otherwise in connection with your Membership. No person may remove or damage any property or furniture belonging to Company or the Resort. Members are responsible for the full replacement cost any damaged or missing property. By agreeing to these Terms and Conditions, each Member and their Family and guests, agree that Company is authorized to charge any and all loss and damages sustained to any property of Company or its third party services providers during your Benefits stay to your credit/debit card or other payment system on file with Company. In the alternative, Company has the right to invoice Members and/or their guests for any such amounts, which invoice must be paid immediately, including any fees or costs of collection. Failure to pay is grounds for suspension or termination of your Membership account, which termination shall not affect our right to receive the entire invoiced amount. In addition, in the event of any Member whose conduct, or whose Family's or guest's conduct, is deemed by Company to be likely to endanger the welfare, safety, harmony or good reputation of Company ("**Bad Conduct**"), Company may refuse or terminate occupancy of the Benefits (a "**Bad Conduct Cancellation**") and further reserves the right to suspend or terminate your Membership as a result of Bad Conduct (a "**Bad Conduct Termination**"), in each case at Company's sole discretion. In the event of a Bad Conduct Cancellation, any nights remaining in such Benefits reservation, shall be cancelled without refund and all travel fees shall be retained by Company as liquidated damages, and not as a penalty. Membership subject to a Bad Conduct Termination will not be permitted to create a new Membership account or otherwise receive Benefits.

Breach of Terms and Conditions; Termination of Membership

Your Membership may be suspended or terminated by Company if you breach any provision of these Terms and Conditions or any other Membership Document, including breach of the Member conduct provisions of the Resort Rules. Neither termination nor suspension, whether caused by breach, your election not to renew your Membership, or otherwise, relieves you of any outstanding obligations relating to your Membership. In the event your Membership is suspended or terminated, all existing reservations for Benefits will be cancelled and all monies you previously paid, including your Membership fees, and other amounts paid in furtherance of any cancelled reservation, will be retained by Company as liquidated damages for our administrative expenses, and not as a penalty. You agree that this is a reasonable estimate of our damages. All Program materials and your membership information are the property of Company, and, subject to applicable law, Company will retain ownership of these following termination of your membership or the Program.

Force Majeure

Company will use commercially reasonable efforts to ensure the availability of Benefits when reserved by Members or Pass Members. However, notwithstanding any other provision herein to the contrary, Company shall have no liability or responsibility for and will make no refund of any fees or other amounts paid by Members in connection with its inability to perform, or any delay in or cancellation (partial or full) of Benefits, due to forces beyond the control of Company, including but not limited to: acts of war, government instability, national economic instability, epidemics, quarantine regulations or other public health restrictions or advisories, terrorist attacks, strikes, acts of nature such as earthquakes, hurricanes, tornados and typhoons, or any other such event that renders a reserved Benefit unavailable, hindered, or delayed as determined by Company in its sole discretion (each event being a "**Force Majeure**"). Company recommends that Members purchase cancellation insurance for the value of all trip fees and any other related costs.

Governing Law

These Terms and your membership will be governed by and construed under the laws of the State of Pennsylvania, without giving effect to its choice of law or conflicts of law rules or provisions that would cause the application of any other state law. Claims (as defined below) will be resolved by arbitration as provided below.

ARBITRATION PROVISION ("Provision").

Arbitration of Claims. Any Claim (defined below) between you and Company, whether preexisting, present or future, arising from or relating to these Terms or the Program shall, at the election of either party, be arbitrated on an individual basis before JAMS (www.jamsadr.com, 1-800-352-5267) pursuant to its Streamlined Rules. If JAMS cannot serve and the parties cannot agree on a

substitute, the American Arbitration Association (“AAA,” www.adr.org) shall serve as the arbitration body for the Claim. If neither JAMS nor AAA can serve, a court with jurisdiction shall select the arbitrator, who must agree to abide by the terms of this Provision. The Federal Arbitration Act (“FAA”), 9 U.S.C. § 1, et seq., shall govern the interpretation and enforcement of this Provision. A single neutral arbitrator shall be appointed. The arbitrator shall follow applicable substantive law consistent with the FAA, apply applicable statutes of limitations, honor valid claims of privilege, and issue a written reasoned decision which will be final and binding except for any review under the FAA. The arbitrator may award all remedies that would apply in an individual court action (subject to constitutional limits that would apply in court). Any in-person hearing will be held at a location reasonably convenient to you and the Company, such as the county in which these Terms were accepted unless otherwise agreed by the parties in writing or ordered by the arbitrator. If You initiate an individual arbitration, Company will pay all administrative and arbitrator fees exceeding \$250. Solely for purposes of this Provision, “Company” also means Company’s parent companies, subsidiaries affiliates, agents and assigns; the employees, officers and directors of Company and its parent companies, subsidiaries, affiliates, agents and assigns; and any other person or entity named as a defendant or respondent in a Claim by You against Company. “You” also means your heirs, successors and assigns.

Claims. “Claim” shall be broadly construed and includes, without limitation, disputes concerning: purchase, financing, ownership or occupancy; breach, termination, cancellation or default; condition of any resort; reservations, credits or rewards programs; applications and personal information; marketing or sales solicitations, representations, advertisements, promotions or disclosures; data breach or privacy claims arising from or relating directly or indirectly to the disclosure by Company of any non-public personal information about You; and collection of delinquent amounts and the manner of collection. “Claim” also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, Uniform Commercial Code, regulation, ordinance, common law and equity. “Claim” does not include: (i) disputes about the validity, enforceability, coverage or scope of this Provision or any part thereof, which are for a court to decide, provided that disputes about the validity or enforceability of these Terms as a whole are for the arbitrator to decide; (ii) any individual action by You in small claims or an equivalent court, unless that action is transferred, removed or appealed to a different court; (iii) Company’s use of judicial or non-judicial relief to enforce a security agreement, relating to the membership; or (iv) bringing an individual action in court that is limited to preventing the other party from using a self help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind. The institution and maintenance of any of the above actions shall not waive any party’s right to compel arbitration of any other Claim subject to arbitration, including, without limitation, the filing of a counterclaim in a suit brought by Company. In any such action commenced by Company, You may assert any cognizable defense permitted by applicable law which does not seek any form of affirmative relief from Company, including, without limitation, damages.

Class Action Waiver. If a Claim is arbitrated, neither You nor Company will have the right to: (i) participate in a class action in court or in arbitration, either as a class representative or class member, (ii) act as a private attorney general in court or in arbitration, or (iii) join or consolidate Claim(s) with claims of any other person or entity. The arbitrator shall have no authority to conduct any class, private attorney general or multiple-party proceeding or to issue any relief that applies to any person or entity except You and Company individually (special procedures apply to public injunctive relief claims as set forth in below).

Application of the Provision. An arbitration award may be enforced in any court with jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Provision. This Provision shall survive the breach, cancellation, termination or rescission of your membership or the Program, and any bankruptcy to the extent permitted by law. This Provision governs if it conflicts with the Terms or the arbitration rules. If any part of this Provision is declared unenforceable, the remainder shall be enforceable, except that: (i) If the Class Action Waiver is declared unenforceable in a proceeding between You and Company with respect to a Claim other than public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Provision (except for this sentence) shall be null and void in such proceeding; and (ii) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

Your Acknowledgement. You have read, understand and voluntarily agree to this arbitration Provision and acknowledge that if a Claim is arbitrated, you will have no right to have a court or jury trial or participate in a class action.