
VALLEY PIRATES SPORTS CLUB GENERAL WAIVER

The Valley Pirates Sports Club Inc. ("VPSC") believes that all of our players should be allowed to develop their skills, while reinforcing their love of baseball, in a healthy environment. BAT believes that the start of a healthy environment is a clear understanding of the expectation for each coach, parent and player.

1. VPSC or any party designated by VPSC has my permission and authorization to use, reproduce, disseminate and/or otherwise publish in any form of media, my or my child's photograph, video, name or likeness for social media, media coverage, public relations, publicly to promote the business or any other purpose which may involve the use of photographs, films and/or video tape recordings, including for purposes of training, instruction and evaluation.

We understand that the images may be used in print publications, online publications, presentations, websites, and social media. We understand and agree that We will NOT be paid a royalty, fee or receive any other compensation nor shall any such compensation become payable to me by reason of such use, including possible commercial use of my name or likeness or any other reason stated herein.

2. Sports training requires physical exertion which may be strenuous and cause physical injury, and I am fully aware of the risks and hazards involved. I hereby represent that I am physically fit to receive and participate in the prescribed course of instruction. I acknowledge that I have been advised to consult with a physician prior to and regarding my participation in the Classes and that my physician has confirmed to me that I have no medical condition which would affect my full participation in the Classes.

3. In consideration of my being permitted to participate in the Classes, I for myself, my heirs, executors, administrators, successors, assigns and anyone else who may claim on my behalf hereby waive any and all claims, liability and damages I may now or in the future have against VPSC, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns, arising by any means whatsoever, including, but not limited to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused arising from or in connection with my participation in the Classes, however caused

4. I further hereby release, remiss and forever discharge VPSC, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused, arising from or in

connection with my participation in the Classes whether or not caused by, in whole or in part, the negligence or gross negligence of VPSC.

5. I will hold harmless and indemnify VPSC, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the Classes.

6. I will comply with all the rules and regulations of VPSC.

7. I will pay any service charges or bank fees for late payments or returned checks.

8. I hereby agree that if VPSC, is unable to process my payment from the designated account provided by me VPSC is permitted to use any of the other accounts information provided as many times and as often as needed to replace the unpaid payments and service charges as explained on section 9 of this agreement.

9. In addition to any rights and remedies it may otherwise have, VPSC may terminate this Agreement upon ten days' written notice to me if I fail to comply with my obligations under this Agreement and do not cure any such failure within ten days after receiving notice of such failure.

10. Failure to attend the Classes does not relieve me of the obligation to pay the full tuition for the program or phase in which I am currently enrolled.

11. I understand this agreement may be canceled at any time by paying a cancellation fee equal to 40% of the tuition fee prorated to the remainder of the agreement. All discounts given will not be considered in the calculation of the cancellation fee. If the member and/or co-signer wish to cancel this agreement on the stated terms set out, they may do so by sending a 30 day written notice, delivered to VPSC at least 30 days prior to the cancellation date desired by the way of registered mail or in person.

12. I confirm that the provisions in this Agreement constitute the entire agreement between the parties hereto and supersede all prior communications, proposals, representations and agreements, whether oral or written with respect to the subject matter of this Agreement.

13. VPSC is committed to protecting the privacy of personal of our customers. We make every effort to ensure that the information you share with us is recorded accurately, retained securely and used only according to your wishes. We collect personal details necessary to communicate with you, and manage our ongoing business relationship with you. If you have

any questions about how your personal information is handled or distributed, or if you wish to receive a full copy of our full privacy policy, please contact our privacy officer.

15. I acknowledge receiving a copy of this Agreement.

16. I understand my rights and obligations as stated above. I confirm that I am the full age of eighteen years (unless otherwise indicated below) and that I have read and understood this release and waiver of liability and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to claim damages which I or my heirs, executors, administrators, successors or assigns may have against VPSC.

BY SIGNING HEREIN YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. FAILURE TO SIGN THE CONTRACT WILL RESULT IN THE PLAYER NOT BEING ABLE TO PARTICIPATE IN ANY TEAM ACTIVITY.

17. Right of cancellation: You may cancel this Agreement from the day you enter the Agreement until 10 days after you receive a copy of this Agreement. You do not need a reason to cancel. If you cancel this contract, VPSC has 15 days to refund our money. To cancel, you must give notice of cancellation to: info@valleypirates.com.

Thank you,

The Valley Pirates Sports Club Staff

www.ValleyPirates.com – 914.500.1750