



Sports Plus Return Policy
Sports Plus Refund Policy
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Sports Plus Privacy Policy
2013-2014 Season
Updated May 2013

Sports Plus

Sports Plus Privacy Policy

Sports Plus is strongly committed to protecting your privacy and providing a safe online experience for all of our users and subscribers. Because we gather certain types of information about and from users and subscribers so that we can fulfill your requests and better serve your needs, we feel you should fully understand the terms and conditions surrounding the collection and use of this information. We strive to do everything we can to protect the privacy of our users. We do not sell or exchange personally identifiable information with any third parties.

We collect information volunteered by the consumer, program and league information, name, address, and age of campers during the checkout process. The information we collect is used only by Sports Plus to notify consumers about updates to programs and league play, or information regarding our new programs or leagues being offered.

Sports Plus Refund Policy

Sports Plus policy states that there are absolutely no refunds for class or league registration. However, credits are issued with a medical note.

Sports Plus Cancellation/Change Policy

Programs have minimums and maximums and are filled on a first come, first serve basis. Sports Plus reserves the right to add, modify, omit and otherwise change any or all of the program provisions outlined in the brochures and website when deemed in the best interest of the

participants. Such changes may also be instituted due to situations which develop that are beyond their control.

Sports Plus reserves the right to modify, postpone or combine programs or change instructors.

Sports Plus Hold Harmless Agreement **Release, Assumption of Risk & Indemnity Agreement**

In consideration of the enrollment and participation of the participant designated in the signature block below (“**Participant**”) in Sports Plus camps, clinics, lessons, the sport of basketball, volleyball, dodge ball, futsal, and/or any on-court or off-court activities related or incident thereto, including without limitation, basketball, volleyball, dodge ball, futsal, etc, general conditioning and physical fitness activities, and other similar sporting activities (collectively referred to as “**Activities**”), the Participant and the Participant’s parent or legal guardian designated in the signature block below, as the case may be (referred to herein as “**Parent**”), agree as follows:

1. **Release.** Participant and Parent hereby waive, release, relinquish and discharge Sports Plus, Martini On Ice, LLC, and any courts at which the Activities take place, together with their agents, employees, officers, owners, instructors, promoters, sponsors, other participants, volunteers, and contractors (“**Instructors**”), on behalf of the Participant and Parent, and their children, parents, heirs, executors, administrators and assigns, from and against any and all claims for liability and causes of action, including for personal injury, property damage or loss or wrongful death occurring to Participant, arising out of or related to participation in the Activities, whenever or however they occur and for such period as the Activities may continue.

2. **Assumption of Risk.** Participant and Parent acknowledge, understand and assume all risks relating to the Activities, and understand that the Activities involve risks to Participant’s person including bodily injury, partial or total disability, paralysis and death, and associated damages and that Participant and Parent understand these risks. Participant and Parent acknowledge that these risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the Instructors and that there may be risks and dangers not known or not reasonably foreseeable at this time. Participant and Parent acknowledge, understand and assume the risks, if any, arising from the conditions and use of courts and related premises and acknowledge and understand that they are assuming the risk of and are waiving the right to bring any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of such areas and for the failure to warn of dangerous conditions existing at such courts, for negligent selection of certain Instructors, or negligent supervision or instruction by Instructors. Participant and Parent acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Participant and/or others, are included within the release set forth in **Paragraph 1** above.

3. **Indemnification.** Participant and Parent agree that if (i) any claim for Participant’s personal injuries, property damage or wrongful death is commenced against Instructors; or (ii) a third party asserts a claim of personal injury, property damage or wrongful death against Instructors arising from any act or omission of Participant or Parent; then Participant and Parent shall defend, indemnify and hold harmless

Instructors from and against any and all such claims or causes of action, by whomever or wherever made or asserted, for damages arising from or related to Participant's or such third party's personal injuries, property damage or wrongful death and all costs associated with such claims or causes of action, including attorney's fees.

4. Acknowledgments & Use of Name and Image. Participant and Parent acknowledge and agree that (i) they have been provided sufficient opportunity to read this agreement; (ii) they understand this agreement; (iii) they are fully advised of the dangers of the Activities; (iv) participation in the Activities is voluntary; (v) they agree to be bound by the terms of this agreement; and (vi) Participant does not have any medical, physical or emotional condition that may result in injury or harm to Participant or any other party participating in the Activities. Participant and Parent agree that Participant's name and image may be used in perpetuity in photographs, motion picture films, television broadcasts, and/or in any radio broadcasts covering or promoting the Activities, without payment to Participant or Parent in connection therewith.

5. Miscellaneous. This agreement shall be subject to and governed by the applicable laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of laws. Participant and Parent irrevocably agree that any legal action, suit or proceeding brought by them or on their behalf in any way arising out of this agreement must be brought solely and exclusively in Hamilton County, Ohio and they irrevocably submit to the sole and exclusive jurisdiction of the federal and state courts in Ohio in Personam, generally and unconditionally with respect to any action, suit or proceeding brought by them against the Instructors. In the event that any provision of this agreement conflicts with the law under which this agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intent in accordance with applicable law. The remaining provisions of this agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law. The paragraph headings used herein are for reference and convenience only and shall not be considered in the interpretation of this agreement. **This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.**