

COVID POLICIES:

I agree to abide by Revolution Basketball Training procedures and rules and recognizes that procedures are subject to change based on the protocols and guidance of health agencies. I understand that Revolution Basketball Training cannot be held liable for any exposure to the COVID-19 virus and assume all risk.

If your athlete must quarantine due to exposure of COVID19, please notify your Skill Specialist immediately. Your membership will not suspend while your athlete is in quarantine.

FACILITY RULES: No food, gum or non-water drinks are allowed near the basketball court. No outside shoes are allowed on the court. All Athletes must wear basketball sneakers and not the same ones they wore outside of the facility. All payments and waivers must be submitted before the start of training. Under no circumstances will you utilize any equipment at the facility unsupervised. After the allotted training session ends, you are asked to leave the court to allow for the next group to come on and train. If there are special considerations, injuries, or anything else that your trainer should know please inform them during the FIRST training session. Anyone waiting for their athlete should refrain from commenting on other on-going training. At no time is anyone allowed to utilize any of the training equipment unsupervised. If you or your child fail to compile with RBT's code of conduct this can lead to expulsion from the membership and no refunds are provided. Failure to follow these rules may lead to expulsion from the training.

LIABILITY WAIVER: I am aware that participation in Revolution Basketball Training has some inherent risks and injury can occur. On rare occasions these injuries can be serious. In consideration of my child being allowed to participate in Revolution Basketball Training, the parent/guardian, assume the risk of all injury and agree not to sue Revolution Basketball Training and its employees or volunteers for any and all injuries caused by or resulting from participating in Revolution Basketball Training at the facility and/or following an online training curriculum at home . I assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death. I understand that Revolution Basketball Training does not provide medical insurance in such activities. Therefore, I represent that I am in proper physical condition with no known medical condition or problem that could limit my ability to safely participate in the Revolution Basketball Training's skill development, personal training, camps and clinics. Please speak with your physician before starting any exercise program. I also acknowledge that, should the Player require transport to a medical facility, I must pay for such transportation and treatment period. I further agree now and forever to hold the above named and unnamed parties harmless and indemnify them for all claims, judgements, damages and costs of whatever nature and form. In the event of an emergency where I cannot be contacted, I authorize RBT staff to secure appropriate medical care for my child.

IMAGE RELEASE: I, the parent/guardian or player 18 year or older, hereby grant Revolution Basketball Training permission to use my likeness or the likeness of my child in photographs, videos recordings, or electronic images in any and all of its publications, including website entries and social media, without payment or any other consideration. I understand and agree that these materials will become the property of Revolution Basketball Training and will not be returned. I hereby irrevocably authorize Revolution Basketball Training to, edit, alter, copy, exhibit, publish or distribute these images and videos for purposes of publicizing their programs, marketing or for any other lawful purpose. In addition, I

waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

I hereby release, defend, indemnify and hold harmless the producers from and against any claims, damages or liability arising from or related to the use of the images, recordings or materials, including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution. I hereby grant permission to Revolution Basketball Training to use my email for newsletter and other distribution of promotions and marketing aspects. This Agreement shall apply to all of the Customers' future visits to Revolution Basketball Training.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS MY INTENTION ON BEHALF OF MYSELF OR MY MINOR CHILD TO SPECIFICALLY RELEASE AND INDEMNIFY REVOLUTION BASKETBALL TRAINING AND THE TOWN OF MANCHESTER AND MILFORD FROM ANY AND ALL CLAIMS ARISING FROM THEIR OWN NEGLIGENCE. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS REVOLUTION BASKETBALL TRAINING AND THE TOWN OF MANCHESTER AND MILORD FROM ANY LIABILITIES, LOSSES, DAMAGES, SETTLEMENTS, CLAIMS, EXPENSES AND COSTS ARISING FROM MY OR MY CHILD'S PARTICIPATION IN THE DESCRIBED ACTIVITY, SAID INDEMNITY TO INCLUDE COURT COSTS AND ATTORNEYS' FEES. I RELEASE, DISCHARGE AND AGREE NOT TO SUE THE REVOLUTION BASKETBALL TRAINING FOR ANY CLAIM, DAMAGES, COSTS OR CAUSE OF ACTION WHICH I HAVE OR MAY IN THE FUTURE HAVE AS A RESULT OF INJURIES OR DAMAGES SUSTAINED OR INCURRED BY ME FROM WHATEVER CAUSE INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, BREACH OF CONTRACT OR WRONGFUL CONDUCT OF PARTIES HEREBY RELEASED.

TRAINING GUARANTEE: We do not guarantee any number of training days per week or month, nor do we guarantee a specific amount of training time per session. Various alterations to our advertised training schedule will and do occur.

PERSONAL TRAINING: This training agreement is completed one time only and must be completed at the time of the training fee is paid. This entitles the Athlete to one hour long (60 minute) training sessions with 2-4 like skilled athletes. The time of the sessions is to be agreed upon between the Skill Specialist and Athlete. Training Packages expire 90 days from purchase date. Any un-used training packages will not roll-over. Athlete will be charged for the session if less than twenty-four (24) hours' notice of cancellation is given. Memberships and packages can't be shared. If Athlete is late, the session will only last until the end of the hour that the session was scheduled. Any tardiness of more than 15 minutes or absence without proper notification will result in the loss of the session. If a session needs to be cancelled for any reason other than an emergency, a 24-hour notice must be given to the skill specialist. Failure to do so will result in forfeiting the session and no payment reimbursement will be granted.

CANCELLATION POLICY, REFUNDS & MAKE-UP POLICY: Customers can cancel their membership anytime. Use the Cancel My Membership [link](#) on the bottom of the RBT website. Memberships are not refundable. Revolution Basketball Training must receive notice of membership cancellation before your next billing date. Failure to send notification of cancellation before the next billing date will result in your account being charged. RBT does not issue refunds for failure to notify us before the required date.

In the special case of pre-paid team training, a 100% refund will be provided on any remaining trainings upon written cancellation to mcurtin@revolutionbasketballtraining.com at least 48 hours before a scheduled training event.

If you are unable to attend your registered RBT clinic, a refund will only be issued if you can notify RBT 48 hours in advance of your allotted session. If you do have to cancel, we will provide a credit towards a future session of your choice with RBT. Retail sales are not refundable but unworn items can be exchanged for different sizing. If a company-initiated cancellation is necessary for failure to pay or neglecting facility rules, the subscription(s) will be cancelled, and refunds will not be provided. All refund requests must be sent to mcurtin@revolutionbasketballtraining.com.

RBT customers are allowed 1 make up session per 30 day billing cycle. Skill Specialist has discretion to choose date and time of make up session. Missed training session do not roll over to next month.

If your athlete tests positive for COVID, RBT does not allow for make up sessions on small group training. If your athlete tests positive for COVID, RBT does allow for make up sessions on personal training.

PRIVACY

This privacy policy sets out how Revolution Basketball Training uses and protects any information that you give Revolution Basketball Training when you use this website. Revolution Basketball Training is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. We want to communicate with you, but only if you want to hear from us. If you prefer not to receive promotional information from us, or you would not like to receive email that notifies you of upcoming events, offers and sales, simply click the unsubscribe link on the bottom of the email.

What information RBT collects

Name and names of family members
Contact information including email address, phone number, etc.
Other personal info including age, grade, gender, etc.

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

Internal record keeping.

RBT may use the information to improve our products and services.
RBT may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
RBT customize training based on some of the information you provide to us.
RBT may use the information to customize the website according to your interests.
RBT will never provide your information to our third party partners for marketing or promotional purposes. We will NEVER sell your information

All transactions conducted through Revolution Basketball Training are handled by a dedicated third party to ensure your information is secure. Card information is not stored.

Confidentiality and Security of Nonpublic Personal Information

Except as otherwise described in this notice, we restrict access to nonpublic personal information about you to employees of our company and other parties who must use that information to provide services to you. Their right to further disclose and use the information is limited by the policies of our company, applicable law, our Code of Professional Conduct, and nondisclosure agreements where appropriate. We also maintain physical, electronic, and procedural safeguards in compliance with applicable laws and regulations to guard your personal information from unauthorized access, alteration, or premature destruction.

Waiver For ClockedIn Athletics:

This waiver and release of liability includes, but is not limited to, all injuries which may occur as a result of: a) use of all amenities and equipment at the facilities of ClockedIn Athletics participation in any activity, class, personal training, supervision or instruction, b) the sudden and unforeseen malfunctioning of any equipment, instruction, training, supervision.

If you or your athlete and utilize the equipment without supervision your training membership will be forfeited.