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## **NEXT LEVEL SPORTS GROUP MEMBERSHIP CONTRACT**

### **NEXT LEVEL SPORTS GROUP, INC, DBA NL SPORTS GROUP OR NL SPORT, PARTICIPATION RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT, AND CONTRACT ("AGREEMENT")**

#### **POLICIES AND PROCEDURES**

##### **Purpose**

The purpose of Next Level Sports Group (NLSG) a.k.a. NL is to promote the participation in sports by providing an environment and training facilities whereby individuals who are interested in sports can participate in training, practicing, and more in a safe sporting environment and in a recreational or competitive experience.

#### **RULES AND REGULATIONS**

- 1. ACKNOWLEDGEMENT** - All parents or participants at least 18 years old must review and acknowledge, receipt of, this agreement.
- 2. POLICIES & PROCEDURES** - All member participants, parents, and coaches are responsible for reading and abiding by these Policies and Procedures of NL.
- 3. THIS IS A NON-REFUNDABLE CONTRACT** - There are no refunds of current monthly membership fees or for upfront discounted membership fees. This applies to all participants who stops or pauses their member facility access or is denied access due to not following NL Policies & Procedures, including but not limited to injury or chronic illness. A future credit or other value could possibly be considered in the event of a pause, or abrupt stop as a direct cause of local, state, or federal mandated ordinances, including but not limited to a pandemic, natural disaster, global catastrophe, or act of war.
- 4. DRUGS & ALCOHOL POLICIES** - Possession, manufacturing, distributing, using, or being under the influence of illegal drugs or abusing alcohol on NL premises, is strictly prohibited. A violation of this policy can result in denying access to the facilities, and members will be subject to losing their membership status.
- 5. REPRESENT WELL** - All member participants, parents, coaches, fans, guest, and others who participate with NL will conduct themselves in a manner that will not reflect negatively upon NL or its members and associations. Refrain from using profanity towards other members, parents, coaches, fans, guest, and others who participate with NL. Always conduct yourself with a respectful and professional manner.
- 6. SHOW RESPECT** - NL expects all member participants, parents, coaches, fans, guests, and other participants to respect all other members, parents, coaches, fans, guest, indoor facilities, outdoor facilities, and all equipment and technologies owned by NL and others.
- 7. NL PROPERTY** - All equipment of any kind or nature, including, without limitation, baseballs, buckets, batting tees, pitching mounds, protective screens, helmets, bats, heavy balls, plyo walls, rebounders, knee mats, resistant bands, speed ladders, ab rollers, step boxes, cones, Rapsodo, HitTrax, Pitchlogic, WIN Reality, televisions, display screens, and



all other technologies and equipment owned by NL shall remain at all times, at the discretion of NL, the property of NL and shall not ever be removed from the NL facilities; however, any equipment purchased directly by a parent for exclusive use by their son(s) or daughter(s) or by a member 18 years of age or older shall be and remain the property of such parents or NL member participant, and NL under no circumstances, will be liable to the member participant, parent, coach, fan, guest, or other participants for the loss, destruction or damage to any equipment owned exclusively by the member participant, parent, coach, fan, guest, or other participants.

**8. NO MEDICAL INSURANCE** – NL will carry a limited liability insurance policy. However, this policy will not cover any medical expenses if a member participant, parent, coach, fan, guest, or other participant is injured. All medical expenses will not be covered by NL and is the responsibility of the member participant, parent, coach, fan, guest, or other participant.

MEMBERSHIP TYPES	MONTHLY	3 MONTHS	6 MONTHS	12 MONTHS
<b>Individual:</b>	\$75	\$208	\$405	\$788
<b>Individual – Tech+:</b>	\$105	\$291	\$567	\$1,103
<b>Family:</b>	\$110	\$305	\$594	\$1,155
<b>Family – Tech+:</b>	\$150	\$416	\$810	\$1,575
<i>NOTE: Family – applies to any immediate family members of 2 or more. Additional relatives will be required to purchase a separate membership plan.</i>				
<i>NOTE: Tech+ – includes the use and access of the different technologies available through NL, including but not limited to HitTrax, Rapsodo, PitchLogic, WIN Reality, and other technologies that help create player profiles for analytics, recruiting, and performance tracking.</i>				



**MEMBER PARTICIPANT AND / OR PARENTS COMMITMENT CONTRACT AND LIABILITY RELEASE**

WE UNDERSTAND THAT THE POSSIBILITY OF INJURY AND ILLNESS EXISTS AS A RESULT OF PARTICIPATION IN THE ACTIVITIES OF NL AND THAT NL ASSUMES NO RESPONSIBILITY FOR ANY SUCH INJURY OR ILLNESS. WE WILL NOT HOLD NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, ITS OFFICERS, ITS FACILITIES, ITS STAFF, ITS AGENTS, ITS ATTORNEYS, OR ITS VOLUNTEERS LIABLE FOR ANY INJURY OR ILLNESS TO OUR PLAYER WHICH MAY OCCUR OR FOR PAYMENTS, FEES, FINES OR FURTHER OBLIGATIONS INCURRED THAT MAY BE ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES OF NL. WE HEREBY RELEASE NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, OFFICERS, FACILITIES, STAFF, AGENTS, ATTORNEYS AND VOLUNTEERS, FROM ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND OR NATURE RESULTING FROM OUR PLAYER'S PARTICIPATION ON A TEAM WHICH IS A MEMBER OF NL AND/OR RESULTING FROM OUR PLAYER'S PARTICIPATION IN ANY NL SPONSORED ACTIVITY. FURTHER, WE AGREE TO INDEMNIFY, DEFEND, AND HOLD NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, FACILITIES, OFFICERS, STAFF, AGENTS, ATTORNEYS, AND VOLUNTEERS HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, COSTS AND EXPENSES, INCLUDING THOSE ARISING FROM, OR CAUSED BY, ANY NEGLIGENT ACTS OR OMISSIONS OF NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, OFFICERS, FACILITIES, STAFF, AGENTS, ATTORNEYS, AND VOLUNTEERS. WE WILL BE SOLELY RESPONSIBLE AND LIABLE FOR THE ADMINISTRATION TO OUR PLAYER OF ANY MEDICATION REQUIRED BY OUR PLAYER. HOWEVER, IF, IN THE JUDGMENT OF NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, COACHES, OFFICERS, STAFF, AGENTS, ATTORNEYS OR VOLUNTEERS, OUR PLAYER SHOULD NEED IMMEDIATE CARE AND TREATMENT AS A RESULT OF ANY INJURY OR SICKNESS, WE DO HEREBY REQUEST, AUTHORIZE, AND CONSENT TO SUCH CARE AND TREATMENT AS MAY BE GIVEN OUR PLAYER BY ANY PHYSICIAN, TRAINER, NURSE OR NL REPRESENTATIVE (AS SPECIFIED ABOVE) AND WE DO HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, OFFICERS, STAFF, ATTORNEYS, AGENTS, VOLUNTEERS AND ANY TRAINER, PHYSICIAN, NURSE, OR HOSPITAL REPRESENTATIVE FROM ANY CLAIM BY ANY PERSON WHOMSOEVER ON ACCOUNT OF SUCH CARE AND TREATMENT OF OUR PLAYER. IF AT ANY TIME ANY ILLNESS OR INJURY SHOULD OCCUR TO OUR PLAYER THAT MAY LIMIT THE PLAYER'S PARTICIPATION, WE AGREE TO NOTIFY NL OF SUCH ILLNESS OR INJURY.

**PHOTO & VIDEO RELEASE AGREEMENT**

I GRANT TO NL AND ITS REPRESENTATIVES THE RIGHT TO TAKE PHOTOGRAPHS AND/OR VIDEOS OF THE MINOR, ME, AND MY PROPERTY IN RELATION TO SUCH ACTIVITIES. I AUTHORIZE NL TO COPYRIGHT, USE AND PUBLISH THE SAME IN PRINT AND/OR ELECTRONICALLY. I AGREE THAT PHOTOGRAPHS AND OR VIDEOS MAY BE USED FOR ANY LAWFUL PURPOSES, INCLUDING SUCH PURPOSES AS PUBLICITY, ILLUSTRATION, ADVERTISING, AND WEB CONTENT.