

## Terms & Conditions

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### PHOTOGRAPHY & VIDEO RELEASE

1. By checking the box you grant absolute rights and permission to Sports Revolution staff and their sponsors to use photographic portraits and/or video footage of me for illustration, promotion or advertising purposes.  
You further agree to release the State of Utah, Sports Revolution, their agencies, departments, officers, employees, agents and all sponsors, officials and staff or volunteers from any and all liability, claims, demands, breach of warranty, negligence, actions, and causes of actions whatsoever for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of participant's participation in this Sports Revolution, program. This release extends to any claim made by parents or guardians or their assigns arising from or in any way connected with the aforementioned activities.

### CAMP REFUND & CANCELATION POLICY

2. Registration is accepted on a first come first serve basis, space is limited. Payment is due with registration. You must pre-register to ensure a space in camp or training.
3. No refund will be given for athletes absent from training. In any case training must be cancelled due to weather, make up training dates will be provided or a refund of the pro-rated amount will be distributed. Registrants are entitled to a full refund within 30 days of purchase date. No refunds will be provided after 30 days. Registrants reserve the right to withdraw from training at anytime. In such case a refund will be distributed to the registrant for the pro-rated amount at the time of withdraw. Sports Revolution has the right to cancel a training or camp if a minimum enrollment is not met, a full refund will be give in such cases.
4. Features described or depicted on the Sports Revolution site are subject to change at any time without notice.
5. The Site design, and all text, graphics, the selection and arrangement of text and graphics, all software, and all materials displayed on or that can be downloaded from the Site are either the property of, or used with permission by Sports Revolution, and are protected by copyright and may not be used except as permitted with written permission of Sports Revolution or such third party owner
6. Creating or maintaining a hyperlink from another site to any page on this Site other than the home page without Sports Revolution's permission is prohibited. Running or displaying the Site or any material displayed on or that can be downloaded from the Site in frames on another site without Sports Revolution's permission is prohibited.
7. Your use of the Site is at your risk. Sports Revolution does not make any warranties or representations as to its accuracy and Sports Revolution specifically disclaims any liability or responsibility for any errors or omissions in the content on the Site. Neither Sports Revolution nor any other party involved in creating, producing, or delivering the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or inability to use or access, the Site. Without limiting the foregoing, the Site and material displayed on or that can be downloaded from the Site is provided to you "AS IS" WITHOUT, AND SPORTS REVOLUTION LLC, DISCLAIMS ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The foregoing exclusions of implied warranties do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions.
8. Sports Revolution does not assume any responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing the Site or your downloading of any materials, from the Site.
9. The Site contains links to sites that are not maintained by Sports Revolution. Sports Revolution is not responsible for the content of such sites, and does not guarantee the accuracy, validity, legality, or otherwise of such sites or that such sites will not change without our knowledge. Inclusion of a link on the Site is not and does not imply Sports Revolution endorsement of such linked site. The user specifically acknowledges that Sports Revolution is not responsible and shall not be liable for any defamatory, offensive, infringing or illegal materials contained in any such linked site.
10. Any communication or material you transmit or post to the Site by e-mail or otherwise, including any data, questions, comments, or suggestions, is and will be treated as non-confidential and non-

proprietary. Sports Revolution and its affiliates may use anything you transmit or post for any purpose, including without limitation, reproduction, disclosure, transmission, publication, broadcast, and posting. Sports Revolution is free to use any ideas, concepts, know-how, or techniques contained in any communication or material that you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products/trainings using such information.

11. You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition, if Sports Revolution reasonably determines that you have violated or are likely to violate the foregoing prohibitions, Sports Revolution may take any action reasonably necessary to cure or prevent the violation, including without limitation, the immediate removal from the Site of the related materials. Sports Revolution will fully cooperate with any law enforcement authorities or court order requesting or directing Sports Revolution to disclose the identity of anyone posting such materials.
12. Sports Revolution may at any time revise these Terms and Conditions by updating this posting. Since you are bound by these Terms and Conditions, you should therefore periodically visit this page, to review the then current Terms and Conditions.
13. These Terms and Conditions supersede any other agreement between you and Sports Revolution to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions shall be governed in all respects by the laws of Salt Lake County, Utah, USA, without giving effect to its rules relating to conflicts of laws.
14. Sports Revolution attempts to ensure that information on this Web site is complete, accurate and current. Despite our efforts, the information on this Web site may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currentness of any information on the site. In addition, we may make changes in information about price and availability without notice.
15. We reserve the right to refuse service without reason, to any customer. We also may require verification of information prior to the acceptance of any registration/order. We value your business, and we are committed to making your experience an enjoyable one.

## **Privacy Policy**

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Sports Revolution is very serious about keeping your information private. Please read the following to learn more about our privacy policy.

### **What this Privacy Policy Covers**

This privacy policy covers Sports Revolution's treatment of personally identifiable information you submit to us when you enter into our web site and when you use Sports Revolution's services. Be assured that your registration information is handled confidentially and privately and we will protect this information. Sports Revolution may share your personal information with: (1) Companies we are associated with) to help detect and prevent potentially illegal acts, provide joint services and for other business purposes. (2) Service providers under contract who help with parts of our business operations; (fraud prevention, bill collection, marketing, and technology services). Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit. (3) Credit bureaus to report outstanding negative balance accounts, as allowed by law. (4) Companies that we plan to merge with or be acquired by. (Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.) (5) Law enforcement, government officials, or other third parties when we are compelled to do so by a subpoena, court order or similar legal procedure; we need to do so to comply with law; we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of our User Agreement. (6) Other third parties with your consent or direction to do so. Sports Revolution will not sell or rent any of your personal information to third parties in the normal course of doing business and only shares your personal information with third parties as described in this policy.

### **Links**

This web site contains links to other sites. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by our Web site.

**Registration**

To register you must have parental/legal guardian consent. We do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register.

**Limitation of Remedies**

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In no event shall Sports Revolution be liable for any special, indirect or consequential damages, whether for breach of contract or warranty, negligence or other tort, on any type of strict liability theory or any other theory of liability.

Without limiting the generality of the foregoing, Sports Revolution specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities, services, labor or salaries, downtime, shutdown or slowdown costs, spoilage or materials, or any other type of economic loss. All the limitations and disclaimers contained in the paragraph and in the rest of this contract shall apply to claims of Customer's clients or any third party asserted by Customer against Sports Revolution for indemnity or contribution, as well as direct claims of Customer against Sports Revolution. Customer shall indemnify Sports Revolution against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys fees and other costs of defending any action) which Sports Revolution may incur as a result of any claim by Customer or other arising out of or in connection with the products and/or service sold.