

ADK Boxing & Fitness, LLC Youth Boxing Club Membership Agreement

This Membership Agreement (the Agreement) is effective _____ by and between the Youth Boxing Club of ADK Boxing & Fitness, LLC, hereinafter referred to as The Club, accessed via www.adkboxing.com with a business address of 248 McComb Street, Saranac Lake, New York 12983, and all current and future members of The Club of ADK Boxing & Fitness, LLC hereinafter referred to as "Member".

By accessing or using The Club or by selecting I Accept during the membership registration, you represent that you have read, understand and agree to be bound by the terms and conditions of this Membership Agreement hereinafter referred to as Agreement.

1. Nature of the Service

The Club membership has benefits such as but not exclusive to: Participation in Club activities, age-appropriate boxing and strength & conditioning training, Athlete-Membership to USA Boxing, discounted individual or competitive boxing training, and other activities or services not yet announced or available.

2. User Registration and Information

Member shall fill in the correct information requested in the Membership Registration form. Member shall be required to promptly update the User Information when necessary.

3. Membership

A Member of The Club agrees to certain rules and behavior guidelines expected of a community-based and team-oriented club. Member agrees to the following:

- Respect other Members, Coaches, and the training space
- Above all respect yourself.
- Bullying will not be tolerated.
- Discrimination of any kind will not be tolerated.
- Drugs or alcohol use will not be permitted prior to or during Club time.
- Be on time and dressed in athletic attire.
- Fighting outside of The Club is not permitted.
- The Club is a place for community, discipline, fitness, and fun. It is not an after-school hangout space.

With the exception of fighting outside of The Club, any Member of The Club who violates the rules and/or behavior guidelines will be warned and counseled by a Coach. A second violation will be suspension, and the third will result in expulsion from The Club. Membership fees will not be refunded for suspension or expulsion.

4. Release

If the Member has a dispute with one or more other Members, the Member shall release The Club (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

5. Privacy

The Club shall not sell or rent Members personal information to third parties without Members explicit consent. The Club shall store and process Members information on computers located in the United States that are protected by physical as well as technological security devices. However, The Club shall be permitted to access and modify Members information.

6. Indemnity

Member shall indemnify and hold The Club (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Members breach of this Agreement, or Members violation of any law or the rights of a third party.

7. No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

8. Terminating Membership

Member shall choose to retire from The Club by informing Head Coach, and the parent or guardian must confirm in writing (written letter, text, or email).

9. Governing Law

This Agreement shall be construed under and governed in accordance with the laws of the New York.

10. Arbitration.

Any dispute arising under this contract shall be resolved under the commercial arbitration rules of the American Arbitration Association.

11. Limitation of Liability

Member shall not hold Community responsible for other user Members content, actions or inactions.

Member Parent/Guardian

Youth Boxing Club of ADK Boxing & Fitness, LLC

Effective _____ Signed: _____
Date Greg Landon, ADK Boxing & Fitness