

## **BLAZE WAIVERS AND CONDITIONS**

Please read these Terms and Conditions carefully before using the <https://blaze365.com/> website or services, operated by Enspire 365, LLC, dba Blaze, along with its affiliates that include, but not limited to, 813 Holdings, Blaze Sports, Blaze Fitness, Blaze Basketball Association (BBA), Wisconsin Basketball League (WBL), Blazing Hearts, Wisconsin Blaze, USA Volleyball, USA Basketball, Badger Region (BR), Amateur Athletic Union (AAU), and the National Collegiate Athletic Association (NCAA) and Services provided in and from our facility, as well as other venues. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

**Release Waiver, Indemnification, Hold Harmless, and Assumption of the Risk Agreement** In consideration of receiving sports and/or fitness training, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, of which include Participant and Guardian (if a minor), by acknowledging this waiver, affirm having read and agree to the terms and conditions below: I understand that I am choosing to enter this place of business and am undertaking a course of sports and/or fitness training that will involve risks, that include, but not limited to, intense physical activity and exertion, contracting COVID-19, and other infectious diseases.

By signing this Agreement, I or the Participant certify that I am in good health, and am not experiencing any symptoms related to COVID-19, or any other infectious disease. I certify that I am checking for symptoms every time before I attend any Blaze event that includes, but is not limited to, classes, trainings, or practices and will not attend if I am experiencing any of the following: Fever of 100.4 in the last 72 hours, persistent cough, difficulty breathing, chills, muscle pain, sore throat, and/or loss of taste or smell.

I certify that I have been advised to consult a physician to ensure that my participation in the training program can be done safely. I agree that I or Participant give/has my permission to participate in training, competition, events, activities and travel sponsored by Blaze, and its affiliates. I approve of the leaders who will be in charge of this program. I recognize that the leaders are serving to the best of their ability.

I certify that the participant has full medical insurance with the company listed in my registration. I understand and agree that this document will be kept in the possession of authorized adult team personnel and that reasonable care will be used to keep this information confidential. I agree to allow the authorized adult team personnel to release this information in the event of a medical emergency to a third party medical provider. I also certify to the best of my knowledge that the participant named hereon is physically fit to engage in the activities described. If a coach or trainer has any reason to believe the participant is unsuitable to train or compete for any physical, mental, social, or behavioral reasons, the trainer or coach can sustain participation until further medical clearance is obtained and shared with said trainer, coach, and director, and participation is agreed upon by Blaze staff.

Furthermore, I also give Blaze and associated parties authority to provide medical assistance if necessary. I agree to indemnify, hold harmless and release Blaze, and its affiliate businesses, along with its Trainers, Employees, Assistants, Members and Volunteers (together the "Indemnified Parties"), from any and all fault, liabilities, claims, demands, damages, lawsuits cost, or expenses,

including, but not limited to, all attorney's fees, arising out of, related to or connected with: my presence at and/or participation in any training program. Furthermore, I agree that any and all acts or omissions associated with my present or future participation in any training does not guarantee any certification or permit of any kind from Blaze.

I furthermore waive for myself and for my executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which I may have or which may arise against the Indemnified Parties (including, but not limited to, my death and/or any and all injuries, damages or illnesses suffered by me or my property), which may, in any way whatsoever, arise out of, be related to or be connected with: any training course; the Premises, including any latent defect in the Premises; my presence on or use of said Premises; and my property (whether or not entrusted to Trainer). The Indemnified Parties shall not be liable for any damages whatsoever. I, on behalf of me and on behalf of my executors, personal representatives, administrators, assignees, heirs and next of kin, hereby expressly release the Indemnified Parties from any and all such claims and liabilities. I hereby expressly assume the risk of taking part in any course of training.

I hereby acknowledge, and agree that I have read this instrument and understand its terms and am executing this instrument voluntarily. I furthermore acknowledge and agree that I have read, understand and will at all times abide by all rules and procedures stated by one or more of the Indemnified Parties. I expressly agree that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity, or by statute or otherwise.

This instrument binds me and my executors, personal representatives, administrators, assignees, heirs and next of kin.

**Client Consent Waiver for Sports Medicine and Physical Therapy Services through Enspire365, LLC** Enspire365 clients are free to choose any sports therapist and physical therapy service provider they wish. For convenience, Enspire365 has contracted with Orthopedic Sports & Medicine Solution, OSMS, and Ascension for corporate needs. Enspire365 does NOT benefit financially if the client chooses to use OSMS or Ascension.

I understand I am free to choose a sports therapist or physical therapy service provider and Enspire365 does not benefit from the partnership with OSMS and Ascension from any services provided to me by OSMS or Ascension.

### **Concussion Agreement**

According to the 2011 Wisconsin Act 172, amended and published on April 16, 2012, any organization operating a youth athletic activity must distribute a concussion information sheet, before each season, to persons wishing to participate or coach in the organization. Persons and their parents or legal guardians must return the concussion agreement form before the person can participate in the youth athletic activity.

As a Parent/Guardian and Participant/Athlete it is important to recognize the signs, symptoms, and behaviors of concussions. By agreeing to this waiver, I, the Parent and/or Participant, are stating that I understand the importance of recognizing and responding to the signs, symptoms,

and behaviors of a concussion or head injury. I acknowledge I have read the Parent or Athlete Concussion and Head Injury Fact Sheet and understand what a concussion is and how it may be caused. I also acknowledge that I understand the common signs, symptoms, and behaviors of a concussion. I agree to remove my son/daughter/grandson/granddaughter or myself from practice/play if a concussion is suspected. I understand that it is my responsibility to seek medical treatment if a concussion is reported to me. I understand that the Participant cannot return to practice/play until providing written clearance from an appropriate health care provider to my/his/her coach, and director. I understand the possible consequences of returning to practice/play too soon.

### **Facility Usage**

I hereby agree to and understand that the Blaze Plus services are for Blaze members who pay additional fee for extended usage of the Blaze Sports & Fitness [813 Holdings] facility according to standards set by Enspire365, LLC and its affiliates. I will enter and leave, disarming and arming the facilities securely. I will abide by the extended hours of operations and turn electronic devices on and off by facility standards. I understand that I cannot bring any other person into the building that is not a Blaze Plus member and am liable for any damages that occur during my presence in the facility. I promise to use only areas that are set aside for athletes, and to stay out of any areas set aside for staff or staff usage purposes. I will utilize the building, furniture, and equipment with the highest level of professionalism.

### **Permission to Use Image and Likeness, and Media Release**

Enspire365, LLC, Blaze, BBA, WBL, and its associated parties, like to share the wonderful activities and accomplishments that occur within said company and programs. As a result, the promotion of activities and the participants' accomplishments through different media types are encouraged and part of the company's system. I agree to allow Blaze to take, record, edit, copy exhibit, publish, distribute, and make use of any and all photos, videos, and audio recordings of me and my participation in trainings and programs, and utilize such articles to be used in any lawful purpose including but not limited to reproduction and marketing of my skills and accomplishments and the company's services and business life via email, website, television, radio, newsletters, and social media outlets, such as, but not limited to Facebook, Twitter, Instagram, SnapChat, Tik Tok, and LinkedIn. I expressly authorize Blaze to use my name, image, and likeness on its promotional and/or marketing materials, including but not limited to internet sites, social media, printed or digital. This authorization extends to all language, media, formats, and markets now, and hereinafter discovered. I waive the right to inspect or approve any finished product in which my likeness appears that may be used now or in the future, whether known or unknown to me. I understand and agree that these materials shall become property of Blaze and will not be returned. I further understand this grant of permission is entirely voluntary and I shall not receive any remuneration now or in the future.

### **Links To Other Websites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Enspire 365, LLC. Enspire 365, LLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Enspire 365, LLC, shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through

any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

## **Blaze Basketball League**

If you are a professional athlete of the Blaze Basketball League, by signing this contract you acknowledge you have read and understood all of the expectations listed in this document and the BBL Contract, and penalties for not following those expectations. Any player can opt out of their Pro contract and choose to leave the team at any point throughout the season. Any player is also subjected to removal of the team by head coach, general manager, or owner at any point in the season. You understand there are no refunds.

## **Member Terms and Conditions**

The Wisconsin Blaze is a division of Enspire365, LLC, and is committed to providing the highest quality program for the most effective price. In order to streamline and reduce overhead costs associated with the Blaze, the following terms and conditions apply.

### **Wisconsin Blaze Invoicing**

After training/tryout assessment, initial payment must be made within 7 days after the offer, in order to secure an athlete's position on their team. Once the offer is accepted, the contract amount must be paid in full according to the terms below. These payments are nonrefundable.

Wisconsin Blaze created two payment options to meet your families needs:

1) Payment in Full within 7 days after offer by credit card or check (to avoid credit card fees)

2) Payment Plan:

- BBall: \$300 down payment within 7 days after offer, and 3 equal payments thereafter (30, 60, and 90 days from downpayment) \*For offers made after January 15th, the payment plan will be adjusted so that fees are paid in full before the start of the season.

- VBall: 1/2 down payment 7 days after offer, and 2 equal payments thereafter (30 and 60 days from downpayment) \*Note: Midwest & National Teams will be required to pay up to 1/2 down payment and 4 equal payments thereafter (30, 60, 90, and 120 days from downpayment)

There is an additional 3.50% + \$1.75 fee assessed for both types of payments paid by online checking and credit card.

Athletes from split families must pay in full. Half payment from each family is required within 7 days after the offer is made.

### **Fundraising/Buyout**

Blaze families are no longer required to participate in a fundraiser or buyout. Any team wishing to do fundraising, must be parent led. Blaze will not offer any fundraising.

### **Payments**

Payments can be made by either online debit or credit card. Payments are due according to the plan agreed upon by Enspire365, LLC and its associates. All team budgets are based on a 10 person team for basketball and a 12 person team for volleyball. Any teams falling below the ten to twelve roster minimum, will be assessed an additional fee up to \$250 to cover costs associated

with the season. Uniform sizing and payments for new uniforms, must be accomplished by November 5th for volleyball and by January 15th for basketball.

Final payments are due according to the payment plan you choose. Final balances due must be made 90-120 days after down payment (based on contract amount). Payments received past their due date will be assessed a \$25 late fee. Athletes will not be allowed to train or compete without payments being made in full before the season starts. Participants must always keep an updated credit card on file and voluntarily give permission to Enspire365 and its affiliates to charge their credit card at any time for outstanding balances. Payments provide your athlete with high level training, education in team play, practice time, a coaching staff, support staff, season of tournaments, and much more.

Client has the ability to pay in full with a check to avoid credit card fees. If a client requests to pay team fees with cash or check, the client will be responsible for credit card convenience fees if they decide to pay by credit card at a later date (ex: logging into their account and paying the balance). If Blaze discovers this situation, Blaze will automatically charge the credit card fee according to terms above.

### **Uniforms**

Team fees include a uniform if one is needed. It is the responsibility of the athlete to make sure the proper uniform size is given to the Uniform Manager. In the event that a wrong size is turned in by the athlete or family, the cost of a replacement uniform will be charged to the athlete. The replacement uniform will be given to the athlete once payment has been received. Any loaner uniforms provided to athletes must be returned to Blaze. If an athlete does not return a loaner uniform, they will be assessed a fine up to \$150.

### **Volunteering**

We will host tournaments through the year, and ask for team officials/liaisons to manage aspects of the program that are not covered in your fees (ie: booking hotels, taking stats, uploading photography or video). This will allow us to truly focus on what the majority of your fees pay for, great training, coaching, teaching, promotion, gym time, and an amazing experience. In order to keep fees as low as possible, and quality high, we must ask for volunteers to support certain Blaze positions that are not covered in the cost of the program. In order to do so, we ask each family to volunteer 4 hours of their time at a tournament or event (scheduled sometime throughout the year), as well as take on the role of a specific team official, or pay \$75 to opt out of volunteering.

### **Refund Policy**

When you accept an offer to participate, you accept the financial obligations for the entire club fee for that season. When teams are composed, monies immediately go directly into program uniforms, tournament entry, travel expenses and other fees. The Wisconsin Blaze Volleyball and Basketball Club does not offer refunds. Refunds will not be given to athletes who choose not to play because of conflicts, team or coaching assignments, or an individual's amount of playing time. All payments are final, regardless of unforeseen medical conditions that may arise after payment, before the athlete's season begins, and during. There will be no exceptions.

### **Parents Commitment**

Dear Coach,

As a parent, I accept a position for our athlete on the Wisconsin Blaze team.

As a member of the Wisconsin Blaze, I will lead by example in thought, word and deed, to be a witness to my peers at all times. Ephesians 4:29

I will encourage my child to practice faithfully and play to the best of his/her ability taking into consideration the developmental age of my child, always praising him/her for successes, and gently guiding him/her through mistakes.

I will be a supportive parent, always cheering on all fellow players and parents, through wins and losses, careful to uplift them, standing with them through struggles and victories.

I promise to support the Wisconsin Blaze coaches, walking alongside them, giving them the support they need to train my athlete well.

I promise to address the coaches and directors respectfully, whenever I have questions or concerns. I will collaborate professionally to help keep a positive atmosphere for all involved, and to accomplish the mission of the Wisconsin Blaze program.

### **Athlete's Commitment**

Dear Coach,

I accept a position on the Wisconsin Blaze team.

As a member of the Wisconsin Blaze, I will lead by example in thought, word and deed, to be a witness to my peers at all times. Ephesians 4:29

I will practice faithfully and play to the best of my ability, taking into consideration all that I have learned and all that I have been taught.

I will be a supportive teammate, always cheering on my fellow players through wins and losses, careful to uplift them, standing with them through struggles and victories.

### **Financial Terms and Conditions**

#### **Account and Payment Information**

I understand that it is my responsibility to make sure that all information on my account, and if applicable my family's account(s), is up to date and accurate. This includes a credit and/or debit card. Failure to have a current card on file will result in a penalty charge of \$25 if a payment fails to process.

#### **Overdue Balances**

I hereby authorize Enspire365, LLC and its affiliates to charge my debit or credit card on file for any balance due on my or my family's account. This includes but is not limited to memberships, team fees, apparel and supplements, training, rentals, events, and late fees.

#### **Cancellation of Training/Class Sessions**

I understand and agree that I am contracting Enspire365, LLC and its affiliate businesses, that include but is not limited to, the Wisconsin Blaze and Wisconsin Blaze Pro, along with its Trainers, Employees, Assistants, Members and Volunteers (together the "Indemnified Parties"), to provide and perform services for my benefit, and that those services require time and effort. In doing so, I acknowledge that Enspire365, LLC, or any of its Trainers, Employees, Assistants, and Volunteers, will schedule time specifically designated to provide me the contracted services. As such, Enspire365, LLC is unable to serve others during those scheduled times, unless specified as a group training, or separately in a rental agreement.

Consequently, I understand and agree that any contracted services are non-refundable. This includes but is not limited to personal training, camps, clinics, leagues or group training. As such, should I choose to discontinue my membership or stop attending sessions, I will forfeit any and all monies paid to Enspire365, LLC. Furthermore, I understand and agree that any scheduled personal training session requires a twenty-four (24) hour cancellation notice and any scheduled

fitness class or large group skills class requires a twelve (12) hour cancellation notice. My failure to provide said notice will result in my being charged for the missed fitness session or losing my paid or included large group skills session.

### **Cancellation of Event Participation**

Unless specifically stated on registration materials, the deadline to receive a refund for your registration of an event is 60 business days prior to the event date. Registration cancellations received prior to the deadline may be eligible to receive a refund less a \$75 service fee.

### **Cancellation of Fitness Contracts**

For all recurring annual, six month, month to month, and short term fitness contracts, a minimum of 30 days written notice must be given for cancellation. Contract will be canceled 30 days from the written notice. Client is liable for any recurring fees or contract payments charged between notice and final termination date. This cancellation policy does not include Wisconsin Blaze team sporting contracts.

### **Cancellation of Dr. Dish Contracts**

For all recurring annual, six month, month to month, and short term Dr. Dish contracts, a minimum of 30 days written notice must be given for cancellation. Contract will be canceled 30 days from the written notice. Client is liable for any recurring fees or contract payments charged between notice and final termination date. Contract may be terminated for abuse of equipment and the client may be responsible for any cost to repair. This cancellation policy does not include Wisconsin Blaze team sporting contracts.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of the United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least thirty (30) days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, stop using the Service. If you continue to use the Service, you agree to the current Terms and Conditions.

### **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Binding Agreement**

By entering into this contract with Enspire365, LLC and its affiliates, you agree to all the terms and conditions listed both for yourself and any family member of which you are Parent/Guardian. You understand and agree that you are at least 18 years of age and have the legal authority to enter into this contract. These terms and conditions remain in effect indefinitely, regardless of contract expiration or membership status. By accepting this agreement, I agree that the electronic digitized signatures I apply on the following document are representations of my signature and are legally valid and binding as if I had signed the document with ink on paper in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act (E-SIGN) of 2000. Enspire365, LLC, complies with requirements and standards of the E-SIGN Act, the UETA, and the Government Paperwork Elimination Act (GPEA).

## **Contact Us**

If you have any questions about these Terms & Conditions, please contact us.

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Signature

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Print Name and Print Athlete's Name

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Phone Number and Email Address

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Date and Year