ABC CAMPS, LLC USER AGREEMENT

- **1. Your Acceptance Of Terms And Conditions.** In consideration of your use of the camp registration and event management services of ABC Camps, LLC, you hereby agree that the services are provided to you under the terms and conditions of this User Agreement ("Agreement"), which may be updated by us from time to time without notice to you.
- 2. Description Of Service In this Agreement, the term "services" means the online registration services provided by ABC Camps, LLC. The services currently include providing users with access to information regarding various camps and other events, plus the ability to register and pay for the event online. In this Agreement, the term "registrant" means the person designated to participate in the event. Registrant understands and agrees ABC Camps, LLC only provides event information and registration services and has no control over the events or over the registrants experience at an event.
- **3. Minimum Age; Parent Or Guardian** By using this service you certify that you are at least 18 years old. If the person who you are registering for an event is less than 18 years old, you certify that you are the parent or legal guardian of the registrant.
- **4. Information About You** You agree to provide true, accurate, current and complete information when such information is requested in connection with an event.
- **5. Privacy Policy** You authorize the information you provide us on the online registration is provided to ABC Camps, LLC in conjunction with the specific event for which you are registering and ABC Sports Camps may share your information only with the event sponsor. ABC Camps, LLC will not share your information with any third party without your consent. You agree that ABC Camps, LLC may retain this information for its own records and for purposes of promoting other sports events in the future. Your information is subject to our Privacy Policy, which we encourage you to read at www.abcsportscamps.com
- **6. Release And Indemnity** On behalf of yourself, the registrant, and the registrants parents or guardians, you hereby release and discharge ABC Camps, LLC and its directors, officers, agents, employees, from all claims made on behalf of yourself, the registrant, and the registrants parents or guardians (and the executors, heirs, administrators, and assigns of all such parties) and all claims, damages, judgments, and costs (including reasonable attorneys fees) arising out of or relating to the registrants participation in an event. Further, you agree to indemnify and hold ABC Camps, LLC and its directors, officers, agents, employees, harmless from all such claims, damages, judgments, and costs (including reasonable attorneys fees) made by any third party arising out of or relating to the registrant's conduct or participation in an event.
- **7. Termination** ABC Camps, LLC may in its sole discretion and at any time discontinue providing the service, or any part thereof, with or without notice. You agree that ABC Camps, LLC shall not be liable to you or any third party for any termination of your access to the service. Any registration fees you provide or authorize in conjunction with the registration for an event are paid to the account of the event sponsor and are not held by ABC Camps, LLC. Therefore, you agree ABC Camps, LLC is not responsible for the return of any registration fees related to the event and you agree to contact and look to the event sponsor for any registration fee disputes.

- **8. Links** This online registration service may provide links to other World Wide Web sites or resources. Because ABC Camps, LLC has no control over such sites and resources, you acknowledge and agree that ABC Camps, LLC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such sites or resources. You further acknowledge and agree that ABC Camps, 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 any content, advertising, products, services, or other materials.
- **9. Disclaimer Of Warranties** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE ABC SPORTS CAMPS ONLINE REGISTRATION SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ABC CAMPS, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY UNDERSTAND AND AGREE NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ABC SPORTS CAMPS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
- **10. Limitation of Liability** You expressly understand and agree that ABC Camps, LLC shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages (even if ABC Camps, LLC has been advised of the possibility of such damages) resulting from: (a) the use or the inability to use the service; (b) statements or conduct of any third party; or (c) any other matter relating to the service.
- **11. Exclusions And Limitations** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 10 AND 11 MAY NOT APPLY TO YOU.

12. Notice

You understand and agree that we may notify you via either email or regular mail. We may also provide notice of changes to this Agreement or other matters by posting or sending notices to you.

13. General Information These terms and conditions of this User Agreement constitute the entire agreement between you and ABC Camps, LLC and govern your use of the registration service, superseding any prior agreements between you and ABC Camps, LLC. The terms and conditions and the relationship between you and ABC Camps, LLC shall be governed by the laws of the State of Washington without regard to its conflict of law provisions. You and ABC Camps, LLC agree to submit to the personal and exclusive jurisdiction of the courts located within King County, Washington. The failure of ABC Camps, LLC to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.