

TERMS AND CONDITIONS OF THE EAST OF ENGLAND MEMBERSHIP

The following terms and conditions are applicable to all members registered to the East of England (EoE) membership and Herts Baseball Club as the administrator.

GENERAL

Welcome to Herts Baseball Club (the "Club"). The Club is a British unincorporated organisation registered with HMRC as a Community Amateur Sports Club (CASC). It is affiliated to the British Baseball Federation (BBF), British Softball federation (BSF), Little League Baseball Inc. and other organisations. In these terms and conditions, "you" and "your" means you as the parent or guardian of the Member of the Club who is under the age of 18, and will include reference to your child as appropriate.

ACCEPTANCE OF AGREEMENT

These terms and conditions ("Terms and Conditions") and the Club's Constitution (the "Constitution") govern your East of England membership ("EoE Membership"). By registering your child as a EoE Member, you agree to these Terms and Conditions and to abide by the Club's Constitution.

You should read all the Terms and Conditions prior to registering your child to the EoE Membership. If you do not agree to these Terms and Conditions, you should not register your child as a EoE Member. You should also save and/or print out a copy of these Terms and Conditions for future reference.

The privacy of your personal information (such as your and/or your child's name, e-mail address, address and other contact details) is important to us. Please see our Data Protection Policy for details of how we may process your, or your child's, personal information.

These Terms and Conditions, together with the Data Protection Policy, the Terms of use of the Online Club House and the Constitution shall be collectively referred to as the "Agreement". This Agreement constitutes the entire agreement between you and the Club. If you are uncertain about any of its terms, please contact the Club and we will try to respond to your query as soon as possible.

ELIGIBILITY

You confirm that your child are free and eligible to register as a EoE Member and be administered by the Club. You confirm that your child can train and play in the East of England league and any other EoE competitions in accordance with all applicable regulations of the BBF, CEB, MLB or other applicable national or international sports governing bodies.

In particular, you confirm that you and your child have no debts, financial, contractual or other obligations, duties or liabilities towards other clubs or entities which may prevent your child from being able to register as a EoE Member, or may result in claims from third parties against you, your child, EoE administrators or the Club as a result of you registering your child as a EoE Member. You

further confirm that you agree to indemnify and hold harmless the EoE administrators or Club from any claim or liability arising as a result of your child registering to the EoE Membership.

MEMBERSHIP DETAILS

The EoE Membership is a special membership provided by the Club as the administrator of the Membership. The EoE Membership allows your child to play in any EoE event. The EoE Membership does not constitute you, or your child, as a member of the Club.

This Membership does not allow your child to participate in any other activities offered by the Club, unless the Club provides written consent or you have also registered as a member of the Club.

By registering your child as a EoE Member, you agree to pay the applicable membership fee in full and on time to the Club. If you fail to pay the full membership fee or if your payment is late, the Club may apply a late payment charge, interest, fine, suspension and/or termination of your child's membership.

You agree that you will be liable to compensate the Club for any legal or other costs incurred by the Club in recovering outstanding debt which may be receivable from you.

The Club announces its EoE Membership fees at the beginning of each baseball season. If your child becomes a EoE Member partway through the season, your child's EoE Membership fee will be reduced on a pro-rata basis. If, at the time of your child joining the EoE Membership, you notify the Club that special circumstances apply and your child will have to cancel the EoE Membership before the end of the baseball season (e.g. you are leaving the country partway through the baseball season), the Club will assess your child's circumstances and, at its own discretion, may set a reduced EoE Membership fee on a pro-rata basis. If you cancel your child's membership, the membership fee is not refundable.

AVAILABILITY FOR LEAGUE GAMES AND OTHER EVENTS

In order to plan for games and other events, the EoE coaches and other staff members require you to keep them updated about your child's availability for such events. The EoE administrators and/or coaches will inform you how to do so. Please make sure that you update your child's availability status, otherwise coaches may not be able to include you in their game/event plans.

CONSENT OF PARENT/GUARDIAN OF A MEMBER UNDER THE AGE OF 18

By registering your child as a EoE Member, you, the parent/guardian, hereby give your approval for your child to participate in any and all baseball activities provided by EoE, including transportation to and from the activities. The EoE administrators and the Club is not responsible for the child's supervision during any events or activities. If the child requires specific supervision, you, the parent/guardian, are responsible for making such arrangements.

MEDICAL WAIVER

Baseball is a dynamic sport which may involve various risks such as, but not limited to, collisions with other players, the ball, the bat, etc. Players are exposed to the risk of injuries. In an effort to make the game of baseball as safe as possible, EoE coaches will teach the players the skills and rules of

baseball. Players must follow the coaches' instruction, rules and policies to reduce the possibility of injury.

By registering your child as a EoE Member, you have read the warnings above and understand that baseball is a physical sport and that there are risks involved in participation. You further understand that there is a possibility that your child could be injured as a result of your child's participation. You give your consent/permission for your child to participate in all EoE events and activities.

You hereby certify that your child is physically fit to take part in the baseball programme. You further authorize the coaches, to use their best judgment to protect, assist and seek medical attention for your child in the event of an accident or injury.

In case of emergency, you further authorize your child to be treated by Emergency Personnel. You understand that participation in baseball or softball may result in serious injuries and protective equipment does not prevent all injuries to players. You hereby waive, release, absolve, and indemnify, organizers, sponsors, supervisors, participants, and persons transporting your child to and from activities from any claim arising out of any injury to your child whether the result of negligence or for any other cause.

MEDIA WAIVER

You understand that the Club from time to time produces promotional material relating to its programs. You understand that participants and/or spectators at an event may be included in videotapes, DVDs, podcasts, videocasts, photographs or any other media taken during events. Therefore, without reservation or limitations, you, on behalf of the Member, hereby assign, transfer and grant to the EoE administrators and Club, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and / or videotape the Member and to utilize such videotapes and photographs and the Member's name, face likeness, voice and appearance as a part of events or in any other media now in existence or hereafter developed, in advertising and promoting its activities/events and those of the British Baseball Federation, Major League Baseball, Little League Baseball Inc or others without reservations and limitations.

You further understand that neither the EoE administrators, the Club nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges, herein granted. You waive any right to inspect or approve the programs, copies thereof and any promotional materials related thereto.

DISCIPLINE

EoE Members are expected to adhere to the official rules of the game and conduct themselves during EoE events and on online social networks in accordance with the relevant Club and league codes of conduct. In accordance with article 12 of the Club's Constitution, the Club shall have the power to take appropriate disciplinary action against any EoE Member and shall have authority to terminate the EoE Membership of any EoE Member guilty of conduct deemed to be to the detriment of the Club.

The right of appeal against disciplinary action is stipulated in article 12 of the Constitution. If the League imposes a fine on a EoE Member and he/she fails to make timely payment, the League may make the Club liable for the payment of such fine. If the Club pays such league fine on behalf of the EoE Member, you will be required to reimburse the Club for the fine or any other costs incurred as a result.

TRADEMARKS

The Herts Baseball Club logo, the domain name www.hertsbaseball.com, trading names or other trademarks relating to Herts Baseball Club's products and services are owned by Herts Baseball Club and may not be used without the Club's express prior written consent. Other trademarks, products and company names mentioned on the Club's website may be trademarks of federations leagues or licensors and the rights in such marks are expressly reserved to the respective owners or licensors.

APPLICABLE LAW

The laws of England and Wales shall apply to this Agreement and this Agreement shall be interpreted under English law. Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the English courts.

SUMMARY

You, on behalf of the EoE Member, hereby warrant that you have read this Agreement in its entirety and fully understand its contents.

You, on behalf of the EoE Member, are aware that this Agreement releases the EoE administrators and the Club or any of its executives, employees, members and third parties from liability and contains an acknowledgement of your voluntary and knowing assumption of the risk of injury or illness. You, on behalf of the EoE Member, have completed this registration voluntarily and of your own free will.