



## **TERMS AND CONDITIONS OF MEMBERSHIP**

**Applicable to members aged 18 and over at the start of the season**

### **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 Member of the Club.

### **ACCEPTANCE OF AGREEMENT**

These terms and conditions ("Terms and Conditions") and the Club's Constitution (the "Constitution") govern your membership of the Club. By registering as a member, you agree to these Terms and Conditions and to abide by the Constitution. If you do not agree to these Terms and Conditions, you should not register as a member. You should read all the Terms and Conditions prior to registering as a member of the Club. 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 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 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 you are free and eligible to register as a member of the Club and play in the various league and other competitions for the respective teams of the Club 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 have no debts, financial, contractual or other obligations, duties or liabilities towards other clubs or entities which may prevent you from being able to register as a member of the Club or may result in claims from third parties against you or the Club as a result of you registering as a member of the Club. You further confirm that you agree to indemnify and hold harmless the Club from any claim or liability arising as a result of you registering as a member of the Club.

### **MEMBERSHIP FEES**

By registering as a Member of the Club, you agree to pay the applicable membership fee in full and on time. 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 or termination of your 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 membership fees at the beginning of each baseball season. If you become a Club member partway through the season, your membership fee will be reduced on a pro-rata basis. If, at the time of joining the Club, you notify the Club that special circumstances apply and you will have to leave the Club before the end of the baseball season (e.g. you are leaving the country partway through the baseball season), the Club will assess your circumstances and, at its own discretion, may set a reduced membership fee on a pro-rata basis.

### **CANCELLATION AND REFUND**

If you cancel your membership, the membership fee is not refundable.

### **AVAILABILITY FOR LEAGUE GAMES AND OTHER CLUB EVENTS**

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

### **MEDICAL WAIVER**

Baseball is an exciting sport which may involve collisions with other players, the ball, the ground etc. Players are exposed to the risk of injuries. In an effort to make the game of baseball as safe as possible, 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 as a member of the Club, 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 you could be injured as a result of your participation. You hereby certify that you are 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 you in the event of an accident or injury. In case of emergency, you further authorise treatment 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, and do hereby waive, release, absolve, indemnify, organizers, sponsors, supervisors, participants, and persons transporting you to and from activities from any claim arising out of any injury to you whether the result of negligence or for any other cause.

You hereby warrant that you have read this Agreement in its entirety and fully understand its contents. You are aware that this Agreement releases 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 have completed this registration voluntarily and of your own free will.

### **MEDIA WAIVER**

You understand that the Club from time to time produces promotional material relating to its programs. You understand that as participant and/or a spectator at an event that you may be included in videotapes, DVDs, podcasts, videocasts, photographs or other media taken during events. Therefore, without reservation or limitations, you hereby assign, transfer and grant to the Club, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and / or videotape you and to utilize such videotapes and photographs and your 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 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**

Members are expected to adhere to the official rules of the game and conduct themselves during Club 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 Member and shall have authority to terminate the membership of any 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 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 Member, he/she 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](http://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.