### Office-ZeePro Soccer Hawaii

74-5565 Luhia Street, Unit CE1, Po Box 13

Kailua-Kona, HI 96740 USA Web: www.zeeprosoccer.com

Email:info@zeeprosoccer.com,manager@zeeprosoccer.com



## ZeePro Soccer Hawaii

# **General Terms and Conditions-All Programs**

## **INTRODUCTION**

 ZeePro Soccer Hawaii LLC is a private, elite junior and youth soccer academy that offers full and part time soccer development programs, camps, super camps and HDMS individual training programs

# **AGREEMENT**

- You understand and agree that by registering for the "program" the player commits to and participates in the chosen academy program, camp, workshop, etc.
- The player and the parent/guardian will comply and adhere to all of the codes, policies, rules and procedures reasonably prescribed by ZeePro Soccer Hawaii.
- Registrations for our programs are binding and only binding registrations can be accepted. If a booking is made and not paid within the 72 hour period, the registration will be suspended until payment is made within the 2 days grace period. If the booking is still not paid, the registered person is blocked from further bookings.
- Please also make sure <u>before booking</u> that you are available fully for the registered program and able to commit to it.
- Cancellation of the booking for any reason is not possible. It is not possible to cancel your booking.
- Similarly, for the practice of high-risk sports (such as skiing, motorbike racing, parkour, skateboarding, etc. also not named) no matter if for private or professional reasons, the following principle applies: if someone has to cancel because of these activities, the person bears the risk himself/herself. Cancellation or rebooking is not possible and no voucher will be given.
- Serious injury or illness supported by a doctor's certificate will be a possibility to receive credit voucher for the not attended program, if it takes place PRIOR to the commencement of the program.
- In principle, the following applies: In the event of cancellation for reasons for which ZeePro Soccer Hawaii is responsible, a credit note will be issued and a voucher will be given. For all reasons for which ZeePro Soccer Academy is not responsible, we recommend taking travel, sport cancellation insurance, as no refund or voucher can be given.
- Rebooking's are normally not possible, because the Academy usually reserves the
  places bindingly and other persons are then rejected. If a rebooking nevertheless
  should be unavoidable <u>and</u> be approved, there will be a **rebooking admin fee** in the amount
  of \$100.
- By registering, you declare that you expressly agree with these conditions.
- ZeePro Soccer Hawaii reserves the right to change, amend or cancel any program, camp, workshop at any time.
- ZeePro Soccer Hawaii conducts trainings, camps and workshops in Kona, Waimea and Waikoloa. ZeePro Soccer reserves the right to change or modify any training location and/ or time.

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## **USE OF IMAGE**

The parties acknowledge and agree that it is important that ZeePro Soccer LLC can promote its academy programs and that the player may be in a photo that was taken by ZeePro Soccer during an academy session, game or event.. ZeePro Soccer agreed only to use any such photo for promotional purposes. To this end, you hereby agree to allow ZeePro Soccer to lawfully and properly use the player's image in a photo for:

- (a) media activities to promote the Academy soccer and training programs; and or
- (b) future Academy media activities which would assist with further promoting the Academy programs, and that you understand that by giving this permission, ZeePro Soccer can use the player's image for the purposes described above. ZeePro Soccer may reproduce them in any form, in whole or in part, and distribute them by any medium including Internet, CD-ROM, or other multimedia formats. You understand and agree that you will not be paid for giving this permission.

### **USE OF INTELLECTUAL PROPERTY**

You agree not to use and or exploit in any way any of our intellectual property including but not limited to any information on our website and or otherwise provided to you by us, and our training and playing methodologies and programs. .

# **RELEASE AND WAIVER**

The parent/guardian/player joint and severally do hereby release, indemnify, and hold harmless ZeePro Soccer LLC and (and any of its directors, contractors, employees and agents) from all claims, demands liabilities, actions or causes of actions (including negligence) arising out of an injury, damage or loss incurred or sustained by the player or parent in connection with their participation and or attendance and or involvement in any ZeePro Soccer Hawaii program or activity wherever situated. You fully understand that while every effort has been made to ensure that any of our events/activities are very safe, there are risks involved with playing sports. You warrant and represent that the player is in excellent health and is able to participate in strenuous activity. The parent/guardian hereby gives permission for the player to receive emergency medical treatment if necessary but understand that personal accident insurance for the player is the parent/guardian's own responsibility.

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# 10. Payability:

Please note that registrations are binding and cannot be canceled. There will be no refund.

The fees for the registered program is payable at the latest within 72 hours after receipt of the registration confirmation (except "last-minute" registrations where the payment date is in less than 72 hours).

Longer payment terms and payment by installments are **not possible**. We ask to refrain from such requests.

If no payment is made within 72 hours, the place will be released and further registrations will be accepted for this date.

If you have not paid within the payment deadline and all places are taken, you will unfortunately not be able to participate in the program.

Furthermore, all persons who register and do not pay will be blocked from further registrations.

Payment can be made by Paypal and/or credit card.

# **Code of Conduct**

You agree that your child must:

- be prompt to all training sessions;
- not leave and remain at all times in the training areas designated by us;
- abide by the directions of our coaches during the trainings;
- be respectful, courteous and polite to all coaches and players and other parents;
- not swear, be rude and or engage in any unlawful and or bad behavior or conduct in

our opinion; • encourage and not bully other players;

- engage in all training activities including games, unless sick or injured;
- comply with all rules of any training session or game directed by an Academy coach; and

If your child does not comply with our Code of Conduct, we reserve the right in our discretion to refuse your child's attendance at a training session/s at anytime, without refund of any money.