

Membership Term: I acknowledge and agree that I will maintain membership and pay the dues specified above for a minimum Term of 2 months. I agree that I will be liable for dues for the entire 2 month term of this agreement in the amounts as stated herein regardless of usage or any change of circumstance.

- Down Payment: I am making an initial down payment of {DownPaymentAmount} as of {DownPaymentDueDate}.
- Next Payment: I understand my next payment for {FirstPaymentAmount} is due on {FirstPaymentDueDate} and on the same day of each calendar month.

Membership Renewal: This agreement shall automatically continue from month to month at the prevailing membership rate, which is subject to change, until I contact Hoop Dreams in writing to cancel. I am responsible for all charges billed or incurred prior to cancellation. I further agree that my membership benefits are exclusive to me and are in no way transferable to anyone else.

Hoop Dreams agrees to provide and the Student, {FirstName} {LastName}, agrees to purchase competent instruction, supervised by qualified personnel trained in the procedures and traditions of such activities.

The Student acknowledges and agrees as follows:

1. I have chosen to enter into the following program(s) and classes:

Group Skills Training

Beginner/Int. HD Skills (3rd-5th Gr.), Beginner/Int. Sharp Shooters Training (3-5th Gr.), Intermediate HD Skills Training (Middle School), Intermediate II (High School Only), Intermediate II SharpShooters (High School Only), Intermediate SharpShooters (Middle School), Introductory (K-3rd Grade), Introductory (K-3rd Grade)

2. Upon completion and full payment of any phase or program, students wishing to continue with the next phase or program must enter into a new Agreement.

3. Hoop Dreams or any party designated by Hoop Dreams may photograph or film me while I attend the premises of Hoop Dreams and use of any and all such photos, video footage and/or video streaming for promotion, sales, publicity and advertising purposes for all media, including, but not limited to, the internet.

4. The required physical exertion may be strenuous and cause physical injury, and I am fully aware of the risks and hazards involved. I hereby represent that I am physically fit to receive and participate in the prescribed course of instruction. I acknowledge that I have been advised to consult with a physician prior to and regarding my participation in the Classes and that my physician has confirmed to me that I have no medical condition which would affect my full participation in the Classes.

5. In consideration of my being permitted to participate in the Classes, I for myself, my heirs, executors, administrators, successors, assigns and anyone else who may claim on my behalf hereby waive any and all claims, liability and damages I may now or in the future have against Hoop Dreams, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns, arising by any means whatsoever, including, but not limited to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused arising from or in connection with my participation in the Classes, however caused.

6. I further hereby release, remiss and forever discharge Hoop Dreams, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused, arising from or in connection with my participation in the Classes whether or not caused by, in whole or in part, the negligence or gross negligence of Hoop Dreams.

7. I will hold harmless and indemnify Hoop Dreams, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the Classes.

8. I will comply with all the rules and regulations of Hoop Dreams.

9. I will pay a service charge of \$20.00 for any payments 10 days past due. If there are three payments which are 10 days past due during the period of this Agreement, I agree to pay the remaining balance of the Agreement in full, in addition to any and all recovery charges incurred.

10. I hereby agree that if Hoop Dreams is unable to process my payment from the designated account provided by me Hoop Dreams is permitted to use any of the other accounts information provided as many times and as often as needed to replace the unpaid payments and service

charges as explained on section 9 of this agreement.

11. In addition to any rights and remedies it may otherwise have, Hoop Dreams may terminate this Agreement upon ten days' written notice to me if I fail to comply with my obligations under this Agreement and do not cure any such failure within ten days after receiving notice of such failure.

12. Failure to attend the Classes does not relieve me of the obligation to pay the full tuition for the program or phase in which I am currently enrolled.

13. I understand this agreement may be canceled at any time. If the student and/or co-signer wish to cancel this agreement on the stated terms set out, they may do so by sending a 30 day written notice, delivered to Hoop Dreams at least 30 days prior to the cancellation date desired by the way of registered mail or in person to:

Hoop Dreams
2412 Palumbo Drive

Lexington, Kentucky 40509

You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery.

14. I confirm that the provisions in this Agreement constitute the entire agreement between the parties hereto and supersede all prior communications, proposals, representations and agreements, whether oral or written with respect to the subject matter of this Agreement.

15. Hoop Dreams is committed to protecting the privacy of our customers. We make every effort to ensure that the information you share with us is recorded accurately, retained securely and used only according to your wishes. We collect personal details necessary to communicate with you, and manage our ongoing business relationship with you. If you have any questions about how your personal information is handled or distributed, or if you wish to receive a full copy of our full privacy policy, please contact our privacy officer.

16. I acknowledge receiving a copy of this Agreement.

17. I understand my rights and obligations as stated above. I confirm that I am the full age of nineteen years (unless otherwise indicated below) and that I have read and understood this release and waiver of liability and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to claim damages which I or my heirs, executors, administrators, successors or assigns may have against Hoop Dreams.

In witness whereof, I have executed this release and the above terms, as of {Today}.

