



**TRAIN WITH THE PROS**

## **Terms and Conditions**

### **PARENT/GUARDIAN CONSENT, RELEASE, AND SITE USE AGREEMENT**

PLEASE READ CAREFULLY – THIS IS A LEGALLY BINDING AGREEMENT. By creating an account at <https://protouchsoccer.com/v2/registration> and checking the box “I acknowledge that I have read and agree to the Terms and Conditions,” you (the “Parent/Guardian” or “you”) agree on behalf of yourself and each minor you register (each a “Participant”) to the terms below. “Pro Touch,” “we,” or “us” means Pro Touch Soccer Development LLC and its parents, subsidiaries, affiliates, member teams, event hosts, sponsors, landlords, venue owners/operators, instructors/coaches, contractors, volunteers, successors, and assigns (collectively, the “Released Parties”).

#### **1. ELIGIBILITY; AUTHORITY TO AGREE**

You represent and warrant that: (a) you are the parent or legal guardian of each Participant you register; (b) you have full authority to bind the Participant(s) to this Agreement; (c) all registration information is true, accurate, and complete; and (d) each Participant is physically and mentally fit to participate in soccer and related athletic/recreational activities, programs, events, training, clinics, and camps (the “Activities”).

#### **2. ASSUMPTION OF RISK**

You understand and acknowledge that the Activities involve inherent risks, including but not limited to slips/trips/falls; collisions; impacts with balls, equipment, or other persons; overexertion; musculoskeletal injuries; concussions; dehydration/heat illness; weather-related hazards; uneven or defective field conditions; equipment malfunction; transportation to/from Activities; and exposure to communicable diseases. YOU AND THE PARTICIPANT(S) VOLUNTARILY ELECT TO PARTICIPATE AND ASSUME ALL RISKS, KNOWN AND

UNKNOWN, INCLUDING THE RISK OF ORDINARY NEGLIGENCE BY ANY RELEASED PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW.

3. RELEASE OF LIABILITY; COVENANT NOT TO SUE

To the maximum extent allowed by law, you and the Participant(s) (together, the "Releasers") hereby release, waive, discharge, and covenant not to sue the Released Parties from and against any and all claims, demands, actions, liabilities, damages, losses, costs, or expenses (including attorneys' fees) arising out of or related to the Activities; the selection, condition, design, maintenance, supervision, or operation of any location, venue, field, or equipment; instruction, coaching, or supervision; scheduling; or transportation, INCLUDING CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY. This release does not waive claims that cannot be waived by law (e.g., gross negligence or willful misconduct where such waiver is prohibited).

4. INDEMNIFICATION AND HOLD HARMLESS

You agree to defend, indemnify, and hold harmless the Released Parties from and against any third-party claim, demand, loss, or liability (including reasonable attorneys' fees and costs) arising from: (a) a Participant's participation in the Activities; (b) your or the Participant's breach of this Agreement or of posted rules; or (c) injury or damage allegedly caused by you or a Participant.

5. MEDICAL AUTHORIZATION; INSURANCE

You authorize Pro Touch to arrange or provide emergency medical assessment and treatment for a Participant and agree to be financially responsible for all related costs. Participants are NOT covered under Pro Touch's health, accident, or workers' compensation insurance and must rely on their own coverage.

6. INSPECTION OF FACILITIES AND EQUIPMENT

You acknowledge the opportunity to inspect venues and equipment and agree to

notify Pro Touch before participation of any condition believed unsafe. Participation after any inspection constitutes acceptance of the venue and equipment AS IS.

## 7. PROGRAM RULES; CONDUCT

You and the Participant(s) must comply with all posted and communicated rules, staff instructions, and safety policies (collectively, the “Rules”). Pro Touch may remove any Participant for violating the Rules without refund.

### 7.1 Check-In Procedures

- Daily check-in will be conducted by staff.
- Families must provide current emergency contact information.
- Parents/guardians should minimize time on-site during arrival.
- Players should arrive ready to play (cleats, shin guards, water bottle).

### 7.2 In-Session Safety

- Group sizes and activities will follow age-appropriate safety guidelines.
- Coaches will emphasize safe play, injury prevention, and hydration.
- Parents are not permitted inside the playing area—only in designated observation areas or vehicles.

### 7.3 Injuries & Emergencies

- Player safety is the top priority in case of injury.
- Minor injuries will be managed by staff with parent/guardian notified.
- Serious injuries will prompt immediate contact with parents and, if needed, emergency medical services.
- A First Aid kit will be available at each site.

### 7.4 Dismissal

- At session end, coaches will direct players to exit in an orderly manner.
- Players will ONLY be released to their parent/guardian—never unsupervised into

the parking lot.

- Parents should remain visible to staff during pick-up and depart promptly.

#### 7.5 Additional Safety Policies

- Concussion Awareness: Any player suspected of a concussion will be removed immediately and must provide medical clearance before returning.
  - Heat Safety: Extra hydration breaks will be enforced in hot weather. Players showing signs of heat stress will be removed and cared for.
  - Child Protection: All Pro Touch coaches and staff are background-checked and trained in child safeguarding.
  - Weather Policy: In the event of lightning, heavy rain, or unsafe field conditions, play may be suspended or canceled and parents will be notified promptly.

#### 8. PERSONAL PROPERTY

Participants are responsible for their own property. The Released Parties are not responsible for lost, stolen, or damaged personal items.

#### 9. FEES; REFUNDS; TRANSFERS; CHARGEBACKS

- Refunds will NOT be issued unless an Activity is canceled by Pro Touch. Refunds for canceled Activities will be processed within 2–4 weeks.
- You authorize Pro Touch and its payment processor to charge all fees due. You agree not to initiate chargebacks in violation of this Agreement and to reimburse Pro Touch for any fees and costs if a chargeback is not upheld.

##### 9.1 Cancellation & Credit Policy

We understand that plans can change. If you need to cancel your registration, please contact us promptly.

- 7 days or more before your program starts: You'll receive full credit towards another Pro Touch Soccer program or event, minus a \$20 administrative fee.

- 6 days or fewer before your program starts: You'll receive a 50% credit towards another Pro Touch Soccer program.

## 9.2 Program Switch Policy

Need to reschedule your registration for another Pro Touch Soccer event? No problem!

- For a \$20 administrative fee, you can switch your program to a different date or location (subject to availability).
- Program switches must be requested at least 48 hours before the program's start time.

## 9.3 Event Cancellation Policy

At Pro Touch Soccer, we aim to deliver exceptional programs. However, there may be rare instances when we need to cancel an event due to unforeseen circumstances, such as low registrations or field permit issues.

- Notification: We will notify all registered participants as soon as possible.
- Compensation Options:
  - You'll receive 150% credit towards another Pro Touch Soccer program or event.
  - Alternatively, you can request a full refund if rescheduling isn't an option for you.

## 9.4 Rainout Policy

Your safety is always our top priority. If Pro Touch Soccer needs to cancel a session due to weather conditions, you'll receive credit for the affected day(s) to apply towards another Pro Touch Soccer program or event.

## 9.5 Program Shirt Policy

We're proud to provide your player with a Pro Touch Soccer T-shirt at the start of each program to foster team spirit.

- Players must wear their T-shirts during all program activities.
- If a shirt is lost, damaged, or forgotten, a replacement can be purchased for \$20.
- Additional shirts can also be purchased for \$20 each.

## 9.6 Behavior & Safety / Right to Refuse Service

We maintain a positive, inclusive, and safe environment for all players. Disruptive or unsafe behavior will not be tolerated. Pro Touch Soccer reserves the right to refuse service, remove a participant from any session, and/or deny future registration for behavior that jeopardizes safety or well-being, including but not limited to bullying, harassment, fighting, threats, intimidation, or abusive language or conduct toward other players, parents/guardians, spectators, or coaches.

Conduct process (summary):

- Coaches may issue verbal warnings and contact parents/guardians as needed.
- For serious or repeated misconduct, a participant may be removed from a session or the remainder of the program at the sole discretion of Pro Touch Soccer.
- In cases of removal for misconduct, unused sessions are forfeited and are not eligible for refund; any credit, if offered, is at Pro Touch Soccer's discretion.
- Parents/guardians are responsible for the prompt pickup of any player removed from a session.

Pro Touch Soccer also reserves the right to refuse service to any parent/guardian or spectator whose behavior is abusive or disruptive.

#### 10. FORCE MAJEURE; SCHEDULE CHANGES

Pro Touch may modify schedules, venues, coaches, formats, or cancel sessions due to weather, field conditions, low enrollment, public health directives, or other causes beyond its reasonable control. Pro Touch is not liable for delays or failures to perform caused by such events.

#### 11. PUBLICITY; PHOTOGRAPHY & VIDEOGRAPHY CONSENT

Releasors grant the Released Parties a worldwide, perpetual, royalty-free license to use a Participant's name, image, likeness, voice, statements, and biographical information captured in connection with the Activities in any media for promotional and archival purposes, without further notice or compensation.

#### 12. WEBSITE & ACCOUNT TERMS

##### 12.1 Account Registration and Security

You must provide accurate information, maintain the confidentiality of your login credentials, and promptly update your information. You are responsible for all activity under your account.

##### 12.2 Acceptable Use

You agree not to: (a) interfere with site operation; (b) attempt to access others' accounts or Pro Touch systems without authorization; (c) upload malicious code; (d) use the site for unlawful purposes; or (e) misuse Pro Touch intellectual property.

##### 12.3 User Content

If you submit content (e.g., messages, feedback), you grant Pro Touch a non-exclusive, worldwide, royalty-free license to host, use, reproduce, and display

such content in connection with site operation and program administration. You represent that you have all rights necessary to grant this license and that your content does not infringe others' rights.

#### 12.4 Intellectual Property

All site content, trademarks, logos, and materials are owned by or licensed to Pro Touch and protected by law. Except as expressly permitted, you may not copy, modify, distribute, or create derivative works from the site or its content.

### 13. PRIVACY; ELECTRONIC COMMUNICATIONS

Your use of the site is subject to our Privacy Policy (as posted on the site and incorporated by reference). You consent to receive communications electronically (email, site notices, SMS where applicable) and agree that electronic communications satisfy any legal requirement that such communications be in writing.

### 14. ELECTRONIC ACCEPTANCE (ESIGN/UETA)

By checking the box at <https://protouchsoccer.com/v2/registration> and creating an account, you agree that your action constitutes your electronic signature and acceptance of this Agreement under the U.S. ESIGN Act, the Uniform Electronic Transactions Act (UETA), and analogous laws where applicable. No certification authority or third-party verification is required for enforceability.

### 15. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER

**PLEASE READ – THIS AFFECTS YOUR LEGAL RIGHTS.** Any dispute, claim, or controversy arising out of or relating to this Agreement, the site, or the Activities shall be resolved exclusively by binding arbitration on an individual basis, administered by the American Arbitration Association (AAA) (or JAMS if AAA is unavailable) under its applicable rules. **CLASS AND REPRESENTATIVE ACTIONS ARE NOT PERMITTED, AND THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS**

OF DIFFERENT PERSONS. JURY TRIAL IS WAIVED.

#### 15.1 Pre-Arbitration Notice

The party seeking relief must first send a written Notice of Dispute describing the claim and the relief sought. If not resolved within 60 days, either party may commence arbitration.

#### 15.2 Venue; Governing Law for Arbitration

Unless prohibited by law, arbitration shall occur in [County, State] or by remote video as permitted. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

#### 15.3 Small Claims Option

Either party may bring qualifying claims in small claims court in [County, State] instead of arbitration.

If a court determines the class-action waiver is unenforceable as to a particular claim, that claim must proceed in court, not arbitration.

### 16. GOVERNING LAW; VENUE

Except to the extent preempted by federal law, this Agreement is governed by the laws of the State of [State], without regard to conflicts-of-law rules. Subject to Section 15, the exclusive venue for any permitted court action is the state or federal courts located in [County, State], and the parties consent to personal jurisdiction there.

### 17. SEVERABILITY; SURVIVAL; NON-WAIVER

If any provision of this Agreement is found invalid or unenforceable, the remainder will remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to be enforceable. Sections that by their nature should survive (including Assumption of Risk, Release,

Indemnification, Publicity, Fees/Refunds, Force Majeure, Intellectual Property, Arbitration, Governing Law, and Limitations) shall survive termination. Failure to enforce any provision is not a waiver.

#### 18. ENTIRE AGREEMENT; UPDATES

This Agreement (including the Rules and the Privacy Policy, each incorporated by reference) is the entire understanding between the parties regarding the site and the Activities and supersedes all prior or contemporaneous communications. Pro Touch may update this Agreement prospectively by posting a revised version with a new Effective Date. Continued account use or participation after the Effective Date signifies acceptance of the updated terms.

#### 19. ACKNOWLEDGMENT (PARENT/GUARDIAN)

By checking the box during registration, you certify that: (1) you have read and understand this Agreement and the Rules; (2) you are the parent or legal guardian of the Participant(s) and have authority to consent; (3) you voluntarily and knowingly assume all risks on behalf of yourself and the Participant(s); (4) you agree to the Release, Indemnification, and Arbitration provisions; and (5) you understand you are waiving substantial legal rights, including the right to a jury trial and class action.

These Terms and Conditions were updated on **September 23rd, 2025**, and are effective as of that date.