

YOUNGSVILLE BASEBALL ACADEMY — PARENT/GUARDIAN AGREEMENT, ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION

(Version v1.3-2026-05-15-july-dates — governed by the laws of North Carolina)

PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS.

By submitting this registration and checking the agreement box at checkout, I, the parent or legal guardian of the camper(s) named in this registration ("Camper"), enter into this Agreement with Youngsville Baseball Academy, LLC ("YBA"), a North Carolina limited liability company.

1. PARTIES AND PROGRAM. This Agreement covers my Camper's participation in the YBA Summer Camp 2026, scheduled July 6–10, 2026, 9:00 AM – 1:00 PM daily, at Luddy Park in Youngsville, North Carolina ("Camp"). The Camp is operated by YBA on fields rented from the Town of Youngsville and Youngsville Parks and Recreation ("YPR").

2. ASSUMPTION OF RISK. I acknowledge that baseball and other Camp activities involve inherent and ordinary risks of physical injury and property loss, including but not limited to: contact with thrown, pitched, or batted balls; contact with bats, helmets, gloves, bases, or other equipment; collisions with other participants, coaches, or fixed objects; sliding, running, throwing, fielding, and batting injuries; uneven or inclement field conditions; weather; sun and heat exposure; insect or animal contact; transportation to and from the field; and the actions or inactions of other participants. I have informed my Camper of these risks. My Camper voluntarily chooses to participate with knowledge of these risks. I expressly assume all such risks on behalf of my Camper and myself.

3. PARENT RELEASE OF OWN CLAIMS. To the fullest extent permitted by North Carolina law, I release, waive, discharge, and covenant not to sue YBA, its members, managers, officers, employees, coaches, instructors, volunteers, agents, contractors, the Town of Youngsville, YPR, and their respective successors and assigns (collectively, "Released Parties") from any and all claims, demands, actions, or causes of action arising out of or related to my Camper's participation in the Camp, that I personally hold or may hold, including without limitation derivative claims for medical or other expenses, loss of services or consortium, and emotional distress. This release applies to claims arising from the ordinary negligence of any Released Party.

4. INDEMNIFICATION. To the fullest extent permitted by North Carolina law, I agree to indemnify, defend, and hold harmless the Released Parties from and against any third-party claims, damages, losses, costs, and reasonable attorneys' fees arising out of or related to my Camper's participation in the Camp, except to the extent caused by a Released Party's gross negligence or willful misconduct.

5. CARVE-OUTS. Nothing in this Agreement releases or limits liability for: (a) gross negligence or willful or wanton misconduct; (b) intentional torts; (c) any claims of the Camper that, under North Carolina law, cannot be released or waived by a parent or guardian in advance; or (d) any rights or remedies that cannot lawfully be waived. The parties intend that this Agreement be enforced to the maximum extent permitted by law and that any unenforceable provision be severed without affecting the remainder.

6. MEDICAL AUTHORIZATION. I authorize YBA staff to provide or seek emergency first aid and to obtain emergency medical treatment for my Camper if, in their reasonable judgment, such care is needed and I cannot be reached in time. I understand YBA does not have a physician or licensed nurse on site. I am responsible for all costs of medical care provided to my Camper. I represent that my Camper is medically able to participate in baseball activities, and I have disclosed any conditions, allergies, or medications I want staff to know about in the Notes field of this registration or in writing before Camp begins.

7. CODE OF CONDUCT. My Camper will follow Camp rules; treat coaches, staff, and other participants with respect; and refrain from disruptive, dangerous, or harassing behavior. YBA reserves the right to dismiss any Camper for repeated or serious violations. No tuition refund is owed for dismissal due to behavior.

8. PHOTO AND MEDIA. Unless I notify YBA in writing before Camp begins (info@youngsvillebaseball.com) that I opt out, I grant YBA permission to photograph or record my Camper during Camp activities and to use those images and recordings, with or without my Camper's name, for YBA's promotional, marketing, fundraising, and instructional purposes, in any medium now known or later developed, without compensation. I waive any right to inspect or approve the finished use.

9. CANCELLATION AND REFUNDS. The \$50 per-camper deposit is non-refundable except as provided in this Section or under the 100% Satisfaction Guarantee in Section 9A. The remaining tuition balance is refundable as follows, based on the date YBA receives my written cancellation notice at info@youngsvillebaseball.com: (a) on or before June 22, 2026 (fourteen or more days before the first day of Camp) — 100% of balance refunded; (b) June 23 through June 29, 2026 (seven to thirteen days before Camp) — 50% of balance refunded; (c) on or after June 30, 2026 (six or fewer days before Camp) — no refund, but YBA will, at its discretion and where feasible, transfer my Camper's spot to another camper named by me. If YBA cancels Camp for any reason — including but not limited to inability to bind insurance, loss of field rental, weather rendering Camp unsafe, or insufficient enrollment — all amounts paid will be refunded in full. YBA is not liable for indirect, incidental, or consequential losses (lost work, travel, etc.) caused by cancellation.

9A. 100% SATISFACTION GUARANTEE. If my Camper attends at least four (4) of the five (5) Camp days and I am not satisfied with the experience, I may request a full refund of all amounts paid, including the otherwise non-refundable deposit, by emailing info@youngsvillebaseball.com within fourteen (14) days after the last scheduled day of Camp. YBA will process the refund within fourteen (14) days of the request, no questions asked. This guarantee is limited to one refund request per registration. The guarantee does not apply to dismissals for code-of-conduct violations under Section 7.

10. CHARGEBACKS. I agree to contact YBA at info@youngsvillebaseball.com to resolve any payment dispute before initiating a chargeback with my card issuer. Chargebacks initiated without good-faith prior contact may be contested.

11. LIMITATION OF LIABILITY. To the fullest extent permitted by law, the total aggregate liability of the Released Parties to me and my Camper, regardless of legal theory, shall not exceed the amount of tuition paid by me for this Camp.

12. GOVERNING LAW AND VENUE. This Agreement is governed by the laws of the State of North Carolina, without regard to conflict-of-laws rules. Any dispute shall be brought exclusively in the state or federal courts located in Franklin County or Wake County, North Carolina, and I consent to personal jurisdiction and venue there.

13. SEVERABILITY. If any provision of this Agreement is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision shall be reformed to the minimum extent necessary to make it enforceable.

14. ENTIRE AGREEMENT; NO ORAL MODIFICATION. This Agreement is the entire understanding between me and YBA regarding the Camp and supersedes any prior or contemporaneous oral statements. It may be modified only in writing signed by both parties.

15. ELECTRONIC ACKNOWLEDGMENT. By checking the agreement box during online registration, I confirm that I am at least eighteen (18) years old, that I am the parent or legal guardian of the Camper(s) named in this registration with authority to bind my Camper to the assumption-of-risk provisions herein and to release my own derivative claims, that I have read this entire Agreement, that I have had the opportunity to ask questions or seek legal advice, and that I am signing it voluntarily. I understand my electronic acknowledgment has the same legal effect as a handwritten signature under the federal E-SIGN Act and the North Carolina Uniform Electronic Transactions Act (N.C. Gen. Stat. § 66-311 et seq.).

This Agreement was electronically acknowledged by the parent/guardian named in this registration on the date shown in YBA's records.