

NFL FLAG WEST GA ELITE

TERMS OF SERVICE

Standard league terms for registration, participation, scheduling, refunds, communications, conduct, and league operations.

Applies to league seasons and events operated under West GA Elite unless replaced by an updated written version.

Important Notice. This document is a strong operational and registration terms draft for league use. It should be reviewed by local counsel before final public use if you want legal advice specific to your state, insurance, and risk profile.

1. Acceptance of Terms

By registering an athlete, purchasing merchandise or add-ons, attending any practice, game, clinic, tournament, meet-and-greet, skills session, fan activity, or league event, or otherwise participating in NFL FLAG West GA Elite (the “League”), the registering parent, legal guardian, participant, coach, volunteer, spectator, or purchaser (“you”) agrees to be bound by these Terms of Service, all posted league rules, all registration acknowledgments, and all written league policies incorporated by reference. If you do not agree, do not register, purchase, attend, or participate.

2. League Operator and Scope

The League is operated by Preps Next LLC, doing business as Official NFL FLAG, West GA Elite, together with its owners, managers, staff, coaches, contractors, volunteers, field operators, venue partners, sponsors, affiliates, and agents (collectively, the “League Parties”). These Terms apply to all League seasons, divisions, registrations, practices, games, tournaments, championship events, merchandise sales, and related activities unless the League publishes a superseding written version.

3. Eligibility; Accurate Registration Information

You agree to provide complete, current, and accurate registration information. The League may reject, suspend, remove, or cancel any registration that contains false, incomplete, misleading, duplicative, or inconsistent information. Age-group placement, division placement, and roster assignment are determined by the League in its sole discretion. Any buddy request, coach request, teammate request, or placement preference is a request only and is never guaranteed.

4. Payment; Registration Is Not Final Until Accepted

Submission of a registration form or order request does not guarantee acceptance into the League. A player spot is not secured until the League accepts the registration and payment is successfully processed. The League may cap enrollment, close divisions, place athletes on waitlists, reassign

divisions, combine divisions, or reject registrations when necessary for roster balance, safety, scheduling, staffing, or league operations.

5. Registration Fees, Merchandise, and Add-On Purchases

Registration fees, merchandise purchases, uniform packages, player packages, official gear, optional add-ons, and any convenience or processing fees are governed by the pricing posted at checkout. Merchandise, uniform items, player packages, and add-ons are customized or inventory-sensitive league items and are non-refundable once ordered, allocated, processed, decorated, printed, or otherwise committed by the League or its suppliers. The League may, but is not required to, allow a size exchange or comparable substitution if inventory and timing permit. Shipping, handling, decoration, and processing costs are non-refundable.

6. Strict Refund, Cancellation, Withdrawal, and Credit Policy

The League operates on a strict refund and withdrawal policy designed to protect roster planning, staffing, scheduling, field costs, equipment commitments, administrative expenses, and inventory commitments.

- (a) Baseline rule. Registration fees are generally non-refundable.
- (b) If the League permits a refund request in its discretion before a published refund deadline, any approved refund will always be reduced by a mandatory cancellation/administrative fee of not less than \$35.00, plus any non-refundable processing fees, transaction fees, and any costs already incurred by the League for player packages, uniforms, merchandise, roster administration, insurance, staffing, scheduling, and similar expenses.
- (c) If a player package, uniform package, merchandise item, or official gear order has been placed, allocated, or committed, those amounts are non-refundable and may be deducted from any refund otherwise approved.
- (d) No refund is owed for missed practices, missed games, scheduling conflicts, vacations, transportation issues, dissatisfaction with coaching style, team placement, teammate placement, division placement, playing time, competitive results, weather interruptions, discipline, suspension, removal for misconduct, or any voluntary withdrawal after registration.
- (e) No chargeback abuse. You agree not to dispute or reverse valid League charges merely because you later choose not to participate, disagree with League decisions, miss practices or games, or fail to review these Terms. The League reserves the right to contest chargebacks and recover its costs, fees, and damages.
- (f) League-issued credits are optional, not mandatory. If the League chooses to issue a league credit instead of a refund, the amount, expiration, transferability, and permitted use of the credit shall be determined solely by the League.

7. Weather, Field Conditions, Force Majeure, and Makeup Games

The League may delay, suspend, shorten, reschedule, relocate, combine, or cancel any practice, game, event, or portion of a season because of weather, lightning, rain, heat, field conditions, facility restrictions, safety concerns, government action, emergency conditions, acts of God, venue conflicts, staffing shortages, utility interruptions, public health concerns, or any other reason inside or outside the League's control.

If one official game date is canceled or cannot be completed for reasons outside the League's reasonable control, the League may schedule one makeup game during another existing season date or event window. Only one makeup game date is guaranteed to be considered for the season. If two or more dates are canceled for reasons outside the League's control, the League is not obligated to provide more than one makeup game date, and no additional refund, partial refund, credit, or reduction is owed on that basis.

The League also may modify game lengths, kickoff times, warm-up windows, brackets, standings methods, or playoff structure if reasonably necessary to complete the season.

8. Practice Schedules; Attendance; No Makeup Practice Rights

The League will assign practice times, arrival windows, and event schedules. You are responsible for reviewing and following your assigned schedule. If you miss your scheduled practice time or arrive late, the League has no obligation to provide an additional or extended practice, alternate session, private instruction, or substitute field access. Practice times may be shared, staggered, shortened, relocated, or adjusted as needed for league operations. Repeated absences, chronic lateness, or noncompliance with scheduling instructions may affect team operations, player participation, or roster status.

9. Communications; No Guaranteed Response or Notice Time

The League intends to communicate important updates in a timely manner once information is available. However, no guaranteed timetable for notices, responses, reminders, or follow-up communications is promised. Notice may be provided by email, text, phone call, website posting, social media, registration platform message, coach message, or any other channel the League deems appropriate. You are responsible for providing current contact information, monitoring your messages, and acting on League updates when received.

10. Team Formation, Rosters, and League Discretion

The League has sole authority over player placement, roster balancing, division adjustments, team counts, team names, coach assignments, schedule format, bracket design, tournament structure, playoff seeding, and championship procedures. The League may move an athlete for safety, balance, age, experience, numbers, discipline, administrative needs, or any legitimate operational reason. The League's roster and scheduling decisions are final unless the League decides otherwise.

11. Coaching, Playing Time, and Participation Expectations

The League does not guarantee specific coaches, practice styles, positions, offensive or defensive roles, playing time, statistical opportunities, or competitive outcomes. Coaches and League staff may make player participation, rotation, and strategy decisions in their discretion, subject to League policies. The League is not responsible for a parent's or player's dissatisfaction with competitive decisions that do not violate written League rules.

12. Parent, Player, Coach, Volunteer, and Spectator Conduct

All participants must act respectfully and safely. Threats, harassment, fighting, abusive language, intimidation, bullying, discrimination, dangerous conduct, unsportsmanlike behavior, repeated disruption,

sideline interference, refusal to follow staff instructions, or conduct inconsistent with the League's mission may result in warnings, removal from a field or venue, suspension, permanent removal, forfeiture, or cancellation of registration without refund. The League may act immediately when it believes prompt action is appropriate to prevent escalation, protect safety, preserve operations, or maintain a family-friendly environment.

13. Independent Acts; No Responsibility for Conduct Outside League Direction

The League does not assume responsibility for the independent acts, statements, omissions, misconduct, negligence, criminal acts, personal disputes, transportation decisions, off-platform communications, or private arrangements of parents, players, coaches, volunteers, spectators, vendors, or third parties when such acts do not align with League direction, policy, or mission. Participation in League activities does not create a duty on the part of the League to supervise or control every individual act at all times.

14. Health, Safety, Medical, and Emergency Matters

Participation in sports and event activities involves inherent risks, including injury, illness, disability, and death. You acknowledge and voluntarily assume all risks associated with practices, games, tournaments, warm-ups, conditioning, travel, equipment use, fan areas, inflatables, stage areas, parking lots, spectator areas, and league activities generally. You agree to disclose relevant medical issues and emergency contacts during registration. In an emergency, the League may seek medical assistance as reasonably deemed necessary, but the League is not responsible for medical costs, insurance gaps, or outcomes of emergency response.

15. Release of Liability; Limitation of Liability

To the fullest extent allowed by law, you release and hold harmless the League Parties from claims, demands, damages, liabilities, costs, losses, and expenses arising out of or relating to registration, participation, attendance, scheduling decisions, discipline, merchandise, weather impacts, facility issues, canceled or shortened activities, communications delays, team placement, coach actions within league duties, spectator conduct, or any other league-related matter, except to the extent caused by a non-waivable legal duty. In no event shall the League Parties be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, lost opportunities, emotional distress, lost profits, travel costs, hotel costs, missed work, or similar losses.

16. Indemnification

You agree to defend, indemnify, and hold harmless the League Parties from and against claims, losses, liabilities, damages, judgments, settlements, fines, penalties, and expenses (including reasonable attorneys' fees and chargeback costs) arising from your breach of these Terms, your misconduct, your inaccurate registration information, your violation of league rules, your chargeback abuse, or your acts or omissions at league events.

17. Media, Photography, and Publicity

Unless the League provides an approved written opt-out process and you properly complete it, you grant the League permission to photograph, record, livestream, reproduce, and use participant names,

likenesses, voices, images, and game or event footage for league operations, social media, websites, sponsorship materials, highlights, promotional materials, and archival purposes, without compensation.

18. Merchandise, Sizing, and Fulfillment Disclaimers

Sizing charts are approximate and not guaranteed. Availability may change. The League may substitute equivalent items, colors, styles, or brands if inventory, vendor issues, or supply conditions require it. Delivery timelines are estimates only. The League is not responsible for delays caused by manufacturers, decorators, shipping carriers, or shortages.

19. Technology, Forms, and Platform Issues

The League is not responsible for interruptions, errors, failed submissions, duplicate submissions, email filtering, spam blocking, platform outages, payment processor errors, internet failures, device issues, QR-code misuse, or third-party software problems. You are responsible for confirming that your registration was actually submitted and that your payment was actually received.

20. Right to Refuse, Suspend, or Remove

The League reserves the right, in its sole discretion, to refuse service, reject registrations, suspend accounts, cancel orders, remove participants, remove spectators, close registrations, reassign divisions, or terminate participation whenever the League believes such action is advisable for safety, operations, legal compliance, fairness, brand protection, or mission alignment. Unless the League expressly states otherwise in writing, such action may occur without refund.

21. Disputes; Internal Resolution First

Any concern, complaint, or dispute must first be submitted through the League's designated communication channel so the League has an opportunity to review and address the issue internally. The League may establish and enforce internal timelines, investigation methods, hearing procedures, and appeal limitations. The League's failure to immediately enforce a rule does not waive its right to enforce it later.

22. Changes to Terms and League Policies

The League may revise these Terms, registration policies, schedules, procedures, operational rules, or related documents at any time. Updated terms become effective when posted or otherwise communicated. Continued participation, attendance, or use of League services after an update constitutes acceptance of the revised terms.

23. Governing Law; Venue; Severability

These Terms shall be governed by the laws of the State in which the League principally operates, without regard to conflict-of-law rules. Any provision found unenforceable shall be modified or severed to the minimum extent necessary, and the remaining provisions shall remain in full force. To the maximum extent permitted, any claim shall be brought only in a court of competent jurisdiction selected by the League's governing documents or principal operating location.

24. Entire Agreement

These Terms, together with the registration form, checkout disclosures, waivers, code of conduct, refund policy, roster policy, safety policy, and any other written league policies referenced by the League, constitute the complete agreement between you and the League regarding participation and registration.

25. Contact

Questions regarding these Terms should be directed through the official league registration page, registration email address, or other contact method designated by the League for the applicable season or event.

Registration Acknowledgment

By completing registration, payment, or participation, you acknowledge that you have read, understand, and agree to these Terms of Service on behalf of yourself and your participating athlete(s).