

NATION PONG LLC

PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, PAYMENT AUTHORIZATION, MEDIA RELEASE, AND CLUB POLICIES AGREEMENT

Please read carefully before signing. This is a legal document that affects your rights.

This Agreement is entered into between **Nation Pong LLC ("Nation Pong")** and the undersigned participant and/or parent/legal guardian of a minor participant.

The participant, parent, or legal guardian acknowledges and agrees to the following terms and conditions.

1. ASSUMPTION OF RISK

I understand that participation in table tennis activities, training sessions, tournaments, coaching lessons, open play, fitness activities, camps, clinics, and all related activities offered by Nation Pong involves inherent risks, including but not limited to:

- Slips, trips, and falls
- Muscle strains and sprains
- Collisions with equipment, tables, barriers, or participants
- Serious bodily injury
- Permanent disability
- Paralysis
- Dismemberment
- Death
- Exposure to communicable diseases, including COVID-19 and other illnesses

I voluntarily assume all risks, both known and unknown, associated with participation in any Nation Pong activity.

I certify that I (or my minor child) am physically capable of participating and will immediately discontinue participation if I believe any condition is unsafe.

2. RELEASE AND WAIVER OF LIABILITY

To the fullest extent permitted by law, I hereby release, waive, discharge, and covenant not to sue:

Nation Pong LLC, its owners, managers, officers, directors, coaches, employees, volunteers, independent contractors, sponsors, landlords, affiliates, participants, and representatives (collectively referred to as the "Released Parties")

from any and all claims, demands, damages, causes of action, liabilities, losses, costs, expenses, attorney fees, injuries, disability, paralysis, or death arising from or related to participation in Nation Pong activities, whether caused by negligence or otherwise.

3. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Released Parties from any claims, lawsuits, damages, losses, liabilities, expenses, or attorney fees arising from my participation or the participation of my minor child in Nation Pong activities.

4. MEDICAL AUTHORIZATION AND EMERGENCY CARE

I authorize Nation Pong to secure emergency medical treatment and transportation for myself and/or my minor child when deemed necessary.

I acknowledge that:

- Nation Pong is not responsible for medical expenses.
 - I am financially responsible for all medical treatment and transportation costs.
 - I have disclosed any medical conditions that may affect participation.
 - Emergency treatment may be provided when immediate action is required.
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5. PAYMENT AUTHORIZATION

By registering for any membership, affiliation, academy, coaching lesson, tournament, event, open play session, table reservation, retail purchase, or other Nation Pong service, I authorize Nation Pong to charge my payment method on file for:

- Memberships
- Annual affiliations

- Coaching lessons
- Academy programs
- Open Play sessions
- Table reservations
- Tournament registrations
- Technical fees
- Administrative fees
- Management fees
- No-show fees
- Late cancellation fees
- Unpaid balances
- Automatic renewals
- Other services rendered

I further authorize Nation Pong to apply any available Club Credit or account balance toward unpaid charges.

I understand that recurring memberships and affiliations may automatically renew unless canceled through the PlayByPoint application in accordance with club policies.

6. SMS COMMUNICATION CONSENT

By providing my mobile phone number and opting in, I consent to receive SMS messages from Nation Pong regarding:

- Membership notifications
- Reservation confirmations
- Coaching sessions
- Academy programs
- Club announcements
- Event reminders
- Promotions and special offers

I understand:

- Message frequency may vary.
- Message and data rates may apply.
- Consent is not a condition of purchase.
- Reply STOP to unsubscribe.
- Reply HELP for assistance.

For support, contact Nation Pong at **(954) 388-0400** or visit **NationPong.com**.

7. PRIVACY POLICY

Nation Pong respects your privacy.

Mobile numbers and personal information collected by Nation Pong are used solely for club operations, including:

- Membership administration
- Reservations
- Event communications
- Coaching and academy updates
- Club notifications
- Promotional communications when consent is provided

Nation Pong does not sell, rent, or share mobile information with third parties or affiliates for marketing purposes. Service providers assisting Nation Pong operations may have limited access solely to perform their services.

8. MEDIA, PHOTO, AND VIDEO RELEASE

I grant Nation Pong LLC permission to photograph, record, livestream, and otherwise capture my image, likeness, voice, and/or the image, likeness, and voice of my minor child.

I authorize Nation Pong to use such photographs, recordings, videos, or livestream content for:

- Marketing
- Advertising
- Social media
- Website content
- Educational materials
- Promotional campaigns
- Event broadcasts

without compensation or further approval.

All media captured during Nation Pong activities may be used by Nation Pong in perpetuity.

9. CLUB RULES AND CODE OF CONDUCT

All participants agree to:

- Demonstrate good sportsmanship.
- Respect players, coaches, staff, officials, and guests.
- Follow facility rules and posted policies.
- Wear appropriate athletic attire and non-marking shoes.
- Use equipment responsibly.
- Maintain safe conduct at all times.

The following are prohibited:

- Harassment
- Threatening behavior
- Discrimination
- Violence
- Vandalism
- Smoking or vaping inside prohibited areas
- Alcohol abuse
- Illegal drug use

Nation Pong reserves the right to suspend or revoke participation privileges without refund for violations of club policies.

10. PARENTAL RESPONSIBILITY

Parents and legal guardians are responsible for:

- Supervising their minor children
- Ensuring compliance with club rules
- Paying for damages caused by their children
- Maintaining accurate emergency contact information

Children under sixteen (16) years of age may not remain unsupervised unless specifically authorized by Nation Pong.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Any dispute arising from this Agreement shall be brought exclusively in a court of competent jurisdiction located in Broward County or Miami-Dade County, Florida.

12. SEVERABILITY

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

ACKNOWLEDGMENT

I acknowledge that:

- ☐ I have carefully read this Agreement.
 - ☐ I understand its contents.
 - ☐ I understand that I am waiving substantial legal rights.
 - ☐ I voluntarily agree to all terms and conditions.
 - ☐ I authorize Nation Pong to process payments as described herein.
 - ☐ I consent to SMS communications as described herein.
 - ☐ I grant the media release contained herein.
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PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____

Phone Number: _____

Email Address: _____

Address: _____

EMERGENCY CONTACT

Name: _____

Relationship: _____

Phone Number: _____

SIGNATURE

I certify that I am at least 18 years of age or am the parent/legal guardian of the minor participant listed above.

Participant Signature: _____

Printed Name: _____

Date: _____

FOR MINORS ONLY

I am the parent/legal guardian of the minor participant named above and consent to their participation in Nation Pong activities.

Parent/Guardian Signature: _____

Parent/Guardian Printed Name: _____

Relationship to Participant: _____

Date: _____

Nation Pong LLC
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NationPong.com 🏓