

Participant N	lame:	 	
Participant A	.ge:		
Date of Birth	://		

**Team Name:** N-Spire Track and Field Club ("NTFC")

# I. Purpose of the Form

This form grants permission for the above-named youth to participate in all activities related to the N-Spire Track and Field Club ("NTFC") program and outlines necessary participation acknowledgements. NTFC by definition encompasses the ownership and management, coaching staff, and volunteers of the club when referenced as "we" or "our" or NTFC as an entity. This Form shall be interpreted under the laws of the State of Nevada and any action hereunder shall be brought in Nevada courts. By signing this form, I acknowledge and agree to the following:

# II. Consent and Acknowledgements

- **Participation Consent:** I give permission for my child to participate in all practices, meets, and team events organized by NTFC.
- Coaches: Coaching staff will be required to hold a USATF membership, complete required USATF training, be in good standing with USATF, and clear background check to gain membership.
- Athlete Membership: I understand that all participants in the NTFC must hold a USATF individual membership in order to participate. I also acknowledge general liability insurance will be afforded under the USATF membership(s) and will warrant separate paperwork and claim filing with that/those organization(s).
- Financial Commitment:
  - Membership Fee: I understand that participation in the NTFC requires payment of a membership fee to support operational expenses and overhead. These fees are collected for at the beginning of each season the athlete participates in (indoor or summer), annually.

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- Examples include: USATF membership fee, access to the training facility and equipment, uniforms, and costs to keep the club operational (i.e. licensure, USATF club fees).
- Coaching Fee: I understand that participation in the NTFC requires me to pay for the coach/coaches' time monthly regardless of how many sessions the said athlete attends from the beginning of the season until the conclusion of the season of participation. The athlete will be assessed a coaching fee if no withdrawal, dismissal or release occurs as discussed in the Charges Related to Withdrawal, Discontinuance or Dismissal clause.
- o **Participation**: NTFC requires all members to pay their membership fee and first month of the coaching fee up front prior to participating in the club.
- o **Timing of Charges**: After the initial membership and 1<sup>st</sup> month of coaching fees have been charged, the coaching fee will then be charged monthly by the 1<sup>st</sup> of the month for the remainder of the season, or until the athlete finishes participation (voluntarily or involuntarily), whichever occurs sooner.
- o **Late Payments**: Payments must be made by the first of the month, and no later than the 5<sup>th</sup> of the month. Late payments will not be tolerated and may result in the athlete's dismissal from the team.
- o **Refunds:** Membership dues are non-refundable.
- o Charges Related to Withdrawal, Discontinuance, or Dismissal: All withdrawals must be submitted in writing to NTFC at <a href="mailto:coachnux@nspiretrackandfield.com">coachnux@nspiretrackandfield.com</a>. If withdrawing prior to the 1<sup>st</sup> of the month, the next month's coaching fee and any remaining coaching fees will not be charged. If the athlete is dismissed, released, or withdraws after the 1<sup>st</sup> of the month, the coaching fee will still be charged and will not be waived or refunded. Definitions of dismissal, release and withdrawal can be found in the NTFC Club Handbook.
- o **Fee Changes**: The fees are subject to change at the discretion of club ownership and reasonable notice will be provided when such changes occur. Members will pay the membership fee and coaching fees timely and in accordance to the club rules and code of conduct as a requirement to participate.
- Code of Conduct: I have read and understood the club team's rules and code of conduct within the Team Handbook and ensure my child will follow team rules and the code of conduct. I acknowledge that if my child is in violation of the club team's rules or code of conduct, at the sole discretion of the coaching staff and ownership, my child may be dismissed from the team, and fees will follow the Refund and Dismissal clause.
- Communication: I acknowledge that I will be required to utilize and adhere to the team's communication platform (e-mail, third party app like Teams, Remind, or Band) and respond to communications timely and respectfully.
- Transportation Waiver: I authorize my athlete to be transported by designated team personnel or volunteers in their personal vehicles for official team activities, practices,

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meets, and other team-related events. I understand and acknowledge that transportation is a voluntary arrangement, and I understand that there are inherent risks associated with motor vehicle travel, including but not limited to the risk of accident, personal injury, illness, or death. With full knowledge of these risks, I voluntarily consent to my child participating in this form of transportation and assume all risks of injury or harm to my child associated with this travel. In consideration for my child being permitted to participate in this transportation arrangement, I hereby release and forever discharge NTFC and its ownership, coaching staff, and volunteers, from any and all liability, claims, and demands of any nature for any loss, damage, or injury, including death, that may be sustained by my child while traveling to or from team events in a personal vehicle. This release extends to any acts of negligence on the part of the coach or organization, to the fullest extent permitted by law

- o Acknowledgement of valid driver's license and automobile insurance: This confirms that the designated team personnel or volunteers have a valid Nevada driver's license and automobile insurance, but that NTFC is not responsible for verifying it. The parent's health insurance, and the coach's automobile insurance will be the primary sources of coverage in case of an accident.
- Media Release: I give permission and grant NTFC the right to take photographs and videos of my child for any legitimate purposes, including but not limited to training and education, illustration, promotional materials, advertising, club websites, social media, without any payment, compensation, or recognition. I hereby grant the irrevocable, perpetual, worldwide, and royalty-free right and permission to use, publish, and license the athlete's name, voice, image and likeness captured in photographs, videos, or other recordings during club activities. I further waive any right to inspect or approve the finished product, its use, or any written copy. I hereby release and discharge NTFC from any and all claims and demands arising out of or in connection with the use of the photography, videos, audio recordings, including and without limitation any and all claims for libel, invasion of privacy or any expectation of confidentiality.
- Assumption of Risk: I understand that participation in track and field involves physical activity and inherent risks, including injury and death. I understand and voluntarily accept that participation in running club activities include minor injuries (including by limited to: scrapes, bruises, sprains), more serious injuries (including but not limited to: joint, muscle, bone injuries, concussions), heat-related issues, catastrophic injuries like heart attacks, and hazards like falls, contact with others or objects, traffic, adverse weather, and exposure to communicable diseases. I assume full responsibility for any risks associated with participation, and release NTFC team, coaches and affiliated organizations from liability for these risks, injuries or accidents. I also acknowledge that an athletic trainer will not be onsite, nor available for practices, and the coaches will follow the Health and Emergency Information Form filled out for said athlete in the event of an emergency.



- Release and Indemnification: In exchange for participating in club activities, I hereby release, indemnify and agree not to sue the NTFC or its affiliates, officers, directors and any persons affiliated with said club and/or team (such as but not limited to coaches and volunteers) upon which said player participates for or on account of any and all claims for liability, injury, or death whether caused by negligence, strict liability, or otherwise, while the athlete is practicing on the track or field or facility in any event or activity sponsored by or associated with the club. Participants agree to indemnify and hold harmless the club and its representatives from any claims, suits, costs, and liabilities, including attorneys' fees, resulting from their membership and participation. Participants also agree to defend the club against claims related to their own negligence or actions during club activities.
- **Privacy Policy**: NTFC is committed to protecting your privacy. This Privacy Policy in the Addendum to this Form explains how we collect, use, disclose, and safeguard your information when you visit our website www.nspiretrackandfield.com, engage with our club, or submit personal information through forms or communications.

#### **Authorization**

I have read and understood the above information and have read the Team Handbook. I acknowledge and agree to the terms and conditions and give my full consent for my child and athlete to participate in the N-Spire Track and Field Club program. By signing, participants represent they are physically fit and capable of participating. They affirm they have read and understand the waiver's terms, are at least 18 years old (or have a parent/guardian signature if under the age of 18), and acknowledge they are giving up the right to sue.

Parent/Guardian Signature (if under 18):				
Date:	_			
Participant Signature:				
Date:				



### **ADDENDUM to NTFC Consent to Participate Form**

### **PRIVACY POLICY**

NTFC is committed to protecting your privacy. This Privacy Policy in the Addendum to this Form explains how we collect, use, disclose, and safeguard your information when you visit our website www.nspiretrackandfield.com, engage with our club, or submit personal information through forms or communications.

- o *Information We Collect*: We may collect the following types of information:
  - Personal Information: Name, email address, phone number, age, and other contact details submitted via our contact form or registration documents.
  - Membership Data: Information required for USATF registration, including but not limited to, athlete details and guardian contact information.
  - Payment Information: If applicable, payment details for session, monthly, or annual membership packages.
  - Technical Data: IP address, browser type, device information, and cookies used to analyze website traffic and improve user experience.
- o How we use your information:
  - We use your information for:
    - Club Management, including but not limited to, facilitate club registrations and participation, communicate updates, and organize club events and schedules, promotional purposes, and training information.
    - Payment Processing, including managing membership status.
    - Service to Members, including but not limited to, responding to inquiries and support requests, to improve website functionality and user experience.
- Sharing Your Information
  - We do not sell or rent your personal information. We may share data with:
    - Third-party athletic organizations (e.g., AAU, USATF) for membership verification or meet entries.
    - Payment processors for secure transaction handling.
    - Legal authorities if required by law or to protect our rights.
    - Safety and Security: to prevent fraud, protect against unauthorized access, and ensure the safety of members.
- Cookies and Tracking

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 Our website uses cookies to analyze traffic and optimize performance. By using our site, you consent to the aggregation of your data with other user data. You may disable cookies in your browser settings, though this may affect site functionality.

# o Data Security

• We implement reasonable safeguards to protect your personal information. However, no method of transmission over the internet is 100% secure. We encourage users to take precautions when submitting sensitive data

### o Children's Privacy

• Our club serves youth ages 11–18. All data collected for minors must be submitted by a parent or legal guardian. We do not knowingly collect personal information from children without parental consent.