

# Terms of Use

## Youth Fitness NJ

**Last Modified:** February 5, 2024

The current version of these Terms of Use and any modifications or amendments supersedes all prior versions of these Terms of Use.

By accessing or using the youthfitness NJ Websites ("Sites") you (the "User") signify that you have read, understand and agree to comply with and be bound by the terms set forth herein, the Terms of Use ("Terms of Use" or "Agreement") and any other policies, terms or agreements that may be applicable to the Services, Events and products available on the Sites ("Additional Terms"), as well as applicable laws and regulations. These Terms of Use will apply to all users of the Sites, whether you are a Visitor (browsing the Services available) or if you are a Registered User. This Agreement should be read alongside our [Privacy Policy](#), which explains how Youthfitness NJ gathers and processes the personal information you submit via our Sites and Services. Furthermore, by agreeing to these terms you acknowledge that you have read and understood YouthFitness NJ Privacy Policy located at site (the "Privacy Policy").

**These Terms of Use shall apply to:**

- All websites owned and/or operated by Youth Fitness NJCompanies without limitation the website on which these Terms of Use are posted and Youthfitness NJ subsidiary and/or affiliated entities, whether or not referred to directly as Youth Fitness NJ as well as mobile versions thereof and social networking service pages and applications
- Any or all services available on or through the Sites (the "Services")

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Any changes we make to the Terms of Use will be updated in this Agreement and posted to our Sites, where all changes will take immediate effect.

You can determine when these Terms of Use were last revised by referring to the "modified on" legend at the top of the Terms of Use. We will strive to notify you in advance of any such changes, however, it is your responsibility to regularly check the Sites to determine if there have been changes to these Terms of Use and to review them. Your continued use of the Sites after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, you should stop using and accessing (or continue to use or access) the Sites and Services available through the YouthfitnessNJ.

In the event there is a conflict between terms set forth herein this Agreement and the Additional Terms of Use for an Event (services, activities, events, programs, classes or services), service, Promotion (discounts, special offers, contests, games), or donation, the Additional Terms of Use shall govern. The Terms of Use shall stay in effect for as long as you are a User of the Site and its Services or Events, in the event you cancel your purchase, Service and/or Event the provisions in this Agreement will survive and you will remain bound to the Terms regarding representations and warranties, indemnification, disclaimers and limitations of liability.

**You certify and agree that you WILL:**

- only use the Sites and Services for lawful purposes, in compliance with applicable laws, for your own personal, non-commercial use;
- comply with all notices, instructions, and rules posted on the Site; and
- implement all Internet access and all security procedures required to use the Site at the sole expense of you.

**You certify and agree that you WILL NOT:**

- restrict or inhibit any other user from accessing or using the Sites or Services, including but not limited to harassment, hacking, interfering, adversely affecting, or defacement;
- use, create, upload, or post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of one's privacy, in violation of any law, or is inconsistent with community standards;
- use any copyrighted material from the Sites, unless you own the copyright in and to such material;
- transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious software programs;
- post, upload, create, or transmit materials in violation of another party's copyright or other intellectual property rights;
- cheat or utilize any unauthorized robot, spider, or other programs in connection with the Sites and Services;
- impersonate any other individual or entity, or submit non-public personal information about another person without explicit consent, whilst using the Site and/or its Services;
- provide assistance, guidance, or instruction to any other individual or entity regarding any of the above. All determinations will be made by youthfitnessnj in its sole discretion;
- engage in spamming or flooding;
- frame or mirror any part of the Sites;
- harvest or collect information about Site visitors without YouthfitnessNJ express consent;
- take action that imposes or may impose an unreasonable or disproportionately large load of data, information, or queries on our infrastructure;
- attempt to gain access to or retrieve information from YouthFitness NJ other than through the user interface provided by the Sites or e-mails sent to you by YouthfitnessNJ Companies; and
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

This remainder of this Agreement details your legal rights pertaining to the following section titles. These titles are for your convenience and have no legal or contractual effect.

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## 1. Definitions

**"You"** ("**Your**", "**I**", "**My**", "**Registered User**", "**User**") refers to you as an individual and all registered parties for whom you are registering and by virtue the participant you are acting on behalf.

**"Registered Party"** ("**participant**") refers to any individual (including minors or those you are acting on behalf of as the legal parent or guardian) being registered for the Program using the USA Sport Group Sites and Services and is planning to participate and/or is participating in the Program.

**"Events"** ("**Camps**", "**Events**" "**Programs**", "**Classes**") shall include all services, activities, events, programs, classes or services provided, arranged, organized, conducted, sponsored or authorized by the Release and shall include, but is not limited to "Sports Activities"; orientation and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to the "Program".

**"Services"** refers to any or all services available on or through the Sites

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## 2. Eligibility to use the Sites

By accessing or using the USA Sport Group Websites & Services, you certify that you:

- Are a resident of the United States
- At least 16 years of age

- You are not barred from receiving Services under the laws of the United States or other applicable jurisdictions

If you do not meet these requirements or if you do not agree to abide by these or any future Terms of Use, you should immediately stop using and accessing (or continue to use or access) the Sites and Services available through YouthfitnessNJ.

#### **Access by Minors**

The Site is intended for a general audience and is not intended to be used by minor children. Youthfitness NJ does advise children under the age of 16 (collectively "Minor's") use of its Site and Services, and thus requests parents use appropriate parental discretion in authorizing access. If you are a parent or guardian of a minor, you are solely responsible for (i) monitoring the use of this Sites by a Minor; and (ii) the consequences of any use of the Site by such Minor.

Pursuant to Title 47 U.S.C. § 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material and information that is harmful to Minors.

If you are a parent and believe your child has provided us with personal information without your consent please contact us.

### **3. Registrations, purchases, and payments**

#### **Registration**

Youthfitness NJ allows you to access, view content and browse several parts of the Sites, however, to access or use certain functions (including registering for a program), You warrant and agree that you will:

- provide accurate, current and complete information about you and your child(ren) as and when prompted by any data input method on the Sites
- maintain and promptly update your account and any other information you provide to keep it accurate, current and complete
- maintain the security of your password and identification
- NOT share your Account information with any other person
- NOT create a User Account with the intent to impersonate another individual
- NOT use offensive or vulgar terminology as your username
- be fully responsible for your Account and any actions that take place using your Account, whether or not authorized by you

If when creating your Account you provide inaccurate, incomplete or not current information about you or your child(ren), or YouthfitnessNJ has reasonable grounds to believe that the information in your Account is untrue, inaccurate or not current, Youthfitness NJ, in its sole discretion, has the right to suspend, deactivate or terminate your Account and refuse all current and future use of the Sites and Services.

Our site maintains procedural, technical and physical security measures to safeguard personal information and reduce the risk of misuse, unauthorized disclosures, alteration, and accidental destruction, including password protection and encryption. YouthfitnessNJ is not responsible for any lost, stolen or compromised passwords or for any activity on your account via unauthorized password activity. If you believe your account has been used without

your authorization or you believe there has been a security breach you agree to immediately notify us Group in writing (via email or mail). Please see the privacy policy on how we use the personal information you provide to us to create a User Account or register for a program.

To the maximum extent permitted by law, you acknowledge and agree that YouthfitnessNJ its affiliates, officers, coaches, sponsors, partners, supervisors and representatives shall not be liable for any harm caused or related to the theft or misappropriation of your username and/or password, to the fullest extent permissible by law, including but not limited to your failure to keep your registration confidential, your authorization of access or/and use your Account to another individual, your disclosure of your username or password,. If you have reason to believe your Account is no longer secure, you agree to immediately change your password and notify us in writing (via email or mail).

#### Purchases

To make an online purchase for any product or Service on the youthfitnessnjWebsites, you must first clock register and then provide information applicable to complete your transaction, including but not limited to credit card information.

You agree to pay all charges incurred on your Account at the fee in effect when such charges were incurred, including all applicable taxes relating to your purchases. In addition to these Terms of Use, your purchase shall also be subject to specific Program Terms and Conditions, which will relate to the particular Service you are purchasing (these be identified during the checkout process and you will be required to read and understand all terms). You also understand that you must adhere to and comply with laws regulated by the state, county, and city you are located, and **YOU HEREBY ACKNOWLEDGE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS USA SPORT GROUP COMPANIES ITS AFFILIATES, OFFICERS, DIRECTORS, OWNERS, COACHES, SPONSORS, PARTNERS, SUPERVISORS, LEASERS OF PREMISES, AND REPRESENTATIVES FROM LIABILITIES ARISING OUT OF YOUR VIOLATION OF ANY LAW, OR YOUTHFITNESSNJ FAILURE TO NOTIFY YOU OF OR APPLY ANY LAW.** USA Sport Group reserves the right to refuse or cancel orders or terminate accounts, at any time at their sole discretion.

Youthfitnessnj does not endorse, control, nor are responsible for the products, Services and/or Events of any third-party organization ("Service Partners"), including but not limited to the descriptions, images, and references of such Services, Events, and products on the Sites. You hereby acknowledge and agree that we are not responsible for any inaccuracies, errors or omissions, or for the results in using such information.

You warrant and agree that:

- all information you provide will be true, accurate, current and complete, including but not limited to the credit card information, name, address and any other identifying information of any nature
- maintain and promptly update your account and transactional information as it changes (when required)
- you purchase Services using credit cards legally belonging to you or those which you are authorized to use
- you will not attempt to conceal your identity or location using multiple Internet Protocol ("IP") addresses, virtual private networks ("VPNs"), or email addresses to conduct transactions on the Sites

Youthfitnessnj reserves the right to (without prior notification):

- change images, descriptions or references to any product or Service or Event

- impose conditions on the honoring of any coupon, coupon code, promotional code, or other promotional discount or offer
- prevent any user from making transactions of any kind
- limit the order quantity of a product or Service
- refuse to provide any User with a product or Service
- change the price or availability of any product or Service without notice
- request verification of information prior to approving a purchase
- cancel your registration if we are unable to verify the information you provide when purchasing a product or Service
- refuse to honor all or pending purchases, and prohibit the use of the Sites at any time

### **Transactions & Payments**

We accept Visa, MasterCard, American Express and Discover credit cards as forms of payment.

When purchasing Services on our Sites you authorize youthfitnessnj/ (or our designated payment processor) to use your personal information to charge the account you specified for the purchase amount. All payments are to be made in United States Dollars. To protect your transactions and purchase, our payment gateway adheres to the standards set by PCI-DSS as managed by PCI Security Standards Council, which is a joint effort of brands (like Visa, MasterCard, American Express and Discover) to ensure the secure handling of your credit card information.

All online payment transactions are processed securely through company on [www.youthfitnessnj.com](http://www.youthfitnessnj.com) using Authorize.net as the dedicated payment gateway. For the purpose of facilitating and completing your online payment transactions, you grant permission to provide any information you submit to third-parties for your purchases or purchases made on your behalf using your Account. By purchasing a product or Service on the Sites, you agree that you are entering an agreement with youthfitnessnj to provide that product or Service, and understand Authorize.net is the payment gateway handling my secure transaction, whereby Authorize.net is not in any way responsible or liable in any way for the Service provided to me by the youthfitnessnj and that my credit card statement will detail payment transaction through youthfitness nj.

In the event that we are unable to verify your information, including but not limited to the information you provide at during User Account creation and/or purchasing a product or Service, we may refuse to honor all pending and future purchases made with those credit card or bank accounts and/or via any online accounts associated with those credit card or bank accounts. We may also prohibit you from using the Site.

### **Billing & Charges**

By registering for a User Account, you hereby authorize youthfitnessnj to charge your credit card in advance for all applicable fees incurred by you in connection with your chosen Service, purchase or registration. To access certain aspects of the Sites and Services, Youthfitnessnj may require registration and payment of access fees. You understand and agree that will be charging your credit card in accordance with the payment schedule of the transaction, Service or Event for which you have registered and that some service fees may accumulate on your credit card account before they are actually charged to your credit card. You understand and agree to maintain and promptly update your information to keep it true, accurate and complete, including but not limited to changes to your credit card numbers, expiry, and the address associated with the credit card otherwise USA Sport Group has the right to disconnect or suspend your access to the Site and/or Service.

From time to time youthfitnessnj may amend, update or add additional Services. New Services may be added for additional fees or charges, you may elect to opt in or out of these new Services, however, the use of them is at the sole discretion of youthfitnessnj. We also reserve the right to implement changes to a Service for which previously we do not currently charge a fee. If amendments or updates are made to Services which in turn change the cost of your subscription, use of Services, or access to the Site, youthfitnessnj will give you at least thirty (30) days notice

prior to any new fees taking effect. You understand and agree that the site reserves the right to collect applicable taxes and impose premium surcharges to access some areas of a Service, of which these surcharges may apply immediately after you register for the associated Service.

You may choose to cancel your Account or any associated Service (including all associated options or upgrades) at any time, however, all payment obligations are non-cancellable and all amounts paid are non-refundable. Cancellation of such will not affect or void terms laid out in these Terms of Use, and you will be obligated to pay any outstanding fees that occurred prior to the termination date and may be charged an additional cancellation fee. Youthfitnessnj reserves the right to modify, suspend or terminate your Account at any time with or without notice. Youthfitnessnj will not be liable if this right is exercised. In this event, you will receive no refunds or exchanges for the fees you have paid. All outstanding fees will be your responsibility and you agree to pay any outstanding balances on demand.

You agree to pay your account balance on time and all applicable taxes related to your purchases and use of Services. If you fail to pay your account balance within ten (10) business days (where a dispute notification has not been received "Undisputed Charges") then youthfitnessnj may provide you with written notice of these overdue charges ("Late Notice"). If you fail to pay overdue charges after thirty (30) days of receiving the Late Notice, then USA Sport Group may: (a) terminate the Partnership Agreement; (b) add interest of one and one half percent (1.5%) on all overdue amounts or the maximum rate permitted by law; (c) suspend access to all Services; (d) recover all fees and costs incurred in seeking collection for the overdue charges (including but not limited to reasonable attorney fees, court costs and collection agency fees). You have the right to dispute any charges. YouthfitnessNJ must be notified of all disputed charges in writing (email is accepted) within sixty (60) days after appearing on your credit card account statement and you agree to provide supporting documentation regarding the specific transaction as and when requested. You agree to acknowledge that you must notify YouthfitnessNJ of any disputed charges within sixty (60) days, and you hereby waive your right to dispute such discrepancies if you fail to adhere to this timeframe.

## **4. Discounts, Special Offers & Credit Vouchers**

YouthfitnessNJ through its Sites, social media platforms, and other marketing outlets may offer a range of discounts, special offers, contests, games or similar promotions (collectively "Promotions") to its customers and Users at any one time. The terms governing these Promotions will be subject to their own separate Terms of Use. Those separate terms may be different from those set forth here, by participating in any such Promotion you will also become subject to the specific rules the particular promotion, in addition to those herein. For this reason, we request you review the terms for the Promotion (which will be linked with each Promotion), as well as read our privacy policy on the website carefully, which in addition to these Terms of Use governs any information you submit via our Sites and in connection with any such activities.

We reserve the right, at our sole discretion, to change, modify, add, delete portions or terminate any Promotions at any time without notice. Only one Promotion can be used towards any one transaction and no two Promotions can be combined. Promotions cannot be applied retrospectively to previous transactions or purchases.

### **Gift Coupons and Promotional Codes**

YouthfitnessNJ will issue gift coupons and promotional codes for certain products, services or to specified Registered Users on either a dollar or percent value. Purchase of gift coupons are governed by the terms set forth herein. We reserve the right to refuse all and any use of promotional codes for misuse. If you have received a gift coupon or promotional code, please note that Recreation Departments, Service Providers or other third-party organizations do not typically accept discounts or promotions. Your gift coupon or promotional code can be used towards any applicable Event operated by YouthfitnessNJ, which is eligible for registration via one of our Sites (not

a Third-Party Registration System). No promotional codes can be combined, nor can they be applied to discounted or pro-rated programs.

## **Consent to Emails and Automated Texts**

By registering as a User on Youthfitnessnj Websites, you represent to us that you are the owner of the email address, the mobile phone number, or that you have the legal authority to act on behalf of the owner, of that email address, mobile phone number, to consent to the receipt of emails or text messages from YouthfitnessNJ and third-party Service Partners. You agree that YouthfitnessNJ may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree you are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

## **7. Liability & Waiver Release**

**YOU HEREBY WAIVE, RELEASE AND FOREVERMORE DISCHARGE USA SPORT GROUP COMPANIES AND ITS AFFILIATES, SHAREHOLDERS, PARTNERS, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, DIRECTORS, OFFICERS, COACHES, SUPERVISORS AND OTHER REPRESENTATIVES FOR ALL LIABILITIES, CLAIMS, ACTIONS, DIRECT, INDIRECT, ACCIDENTAL, SPECIAL INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO FOR LOSS OF USE, LOSS OF PROFIT, INCOME OR SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE OF SERVICE, OR ANY OTHER INTANGIBLE LOSSES OR DAMAGES), UNDER ANY CONTRACT, NEGLIGENCE, OR THEORY YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE, MATERIALS CONTAINED ON THE SITE, ANY LINKED SITE, NEGLIGENCE (INCLUDING THE ACTION OR INACTION) OF THE ABOVE PARTIES, ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE, AND/OR OTHERWISE.**

**TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU UNDERSTAND AND AGREE THAT USA SPORT GROUP COMPANIES ITS AFFILIATES, OFFICERS, COACHES, SPONSORS, PARTNERS, SUPERVISORS AND REPRESENTATIVES HOLD NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE FOLLOWING:**

- YOUR USE OF OR INABILITY TO USE USA SPORT GROUP SITES OR SERVICES**
- YOURS AND/OR ANOTHER USERS VIOLATION OF THE TERMS SET FORTH IN THIS AGREEMENT**
- THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEBSITES; RESULTING FROM ANY PROBLEMS WITH THE GOODS, CONTENT AND/OR SERVICES PURCHASED OR OBTAINED FROM THE SITES, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE USE OF THE YouthfitnessNJ WEBSITES**
- YOUR USE OF ANY TRAINING PROGRAM, CURRICULUM, SESSION PLAN OR OTHER RELATED PRODUCTS PURCHASED OR OBTAINED WITHOUT PAYMENT THROUGH THE USE OF THE SITE AND/OR SERVICES**
- YOUR PARTICIPATION IN ANY PROMOTION, PROGRAM OR SERVICE COORDINATED BY YouthfitnessNJ COMPANIES OR OPERATED BY A THIRD-PARTY PARTNER ORGANIZATION**



- **PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE, WHETHER IN BREACH OF CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE (INCLUDING THE ACTION OR INACTION) OF USA SPORT GROUP**
- **UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA AND/OR TRANSMISSIONS AND/OR ALL PERSONAL INFORMATION STORED IN YOUR USER ACCOUNT**
- **THE STATEMENTS, CONDUCT OR PERSONAL PROPERTY OF ANY THIRD-PARTY PARTNER ORGANIZATION OR INDIVIDUAL ON THE WEBSITES**
- **ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS, MALICIOUS CODE OR SCRIPT, OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY A THIRD-PARTY**
- **THE ACTIONS, PRODUCT OR CONTENT OF INFORMATION OF ALL SERVICE PARTNERS AND ANY OTHER THIRD-PARTY ORGANIZATIONS, INCLUDING LINKED SITES**
- **FOR ANY INACCURACIES, ERRORS OR OMISSIONS IN ANY MATERIALS CONTAINED ON THE SITE, OR LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SITES**
- **A SERVICE PARTNER OR OTHER THIRD-PARTY ORGANIZATION'S FAILURE TO HONOR YOUR REGISTRATION AND/OR PURCHASE**
- **THE QUALITY, SAFETY, ACCURACY OR LEGALITY OF ANY EVENT OR ANY MATERIALS ASSOCIATED WITH THE EVENT**
- **THE TRUTH OR ACCURACY OF ANY INFORMATION, CONTENT OR EVENT LISTED ON THE SITES**
- **ALL OTHER MATTERS RELATING TO YouthfitnessNJ SITES OR SERVICES**

**YOU ACKNOWLEDGE AND AGREE THAT USA SPORT GROUP COMPANIES MAXIMUM LIABILITY TO YOU (FOR ANY REASON OR CAUSE) SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY USA SPORT GROUP FROM YOU OR \$50 WHICHEVER IS GREATER.**

Please note in entering into this Agreement your statutory rights as a consumer are not affected. It should not be interpreted as excluding YouthfitnessNJ or any Third-Party Service Partner from liability arising from misconduct that is unlawful or of a criminal nature, including personal injury directly caused by gross negligence, fraud, and fraudulent misrepresentation. **CERTAIN US STATE AND NATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**

## **8. Disclaimers**

You understand and agree the use of YouthFitnessNJ Services are provided on an "as is" basis and your use of these Services is at your own risk. YouthfitnessNJ MAKES NO WARRANTY THAT THE WEBSITES WILL MEET YOUR REQUIREMENTS OR THAT ACCESS WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. YouthfitnessNJ does not guarantee that the information provided on or connected to its Sites or Services will be

accurate, complete or reliable. YouthfitnessNJ is not responsible for any inaccuracies, errors or omissions, or for the results in using such information. YouthfitnessNJ EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, LEGAL, OR IMPLIED, IN RELATION TO THE SITE, THE MATERIALS, OR ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

If you are currently engaged in rendering legal, medical, counseling, or other professional services or advice, before you attempt to use, access in the Sites and Service, YouthFitness NJ advises you to seek professional advice or care for a situation OR PROBLEM YOU MAY HAVE BEFORE ACCESSING THE REGARDING YOUR USE OF SUCH. YOU UNDERSTAND AND AGREE THAT SOME ACTIVITIES DESCRIBED ON THE SITES, INCLUDING BUT NOT LIMITED TO THOSE WITH TRAINING PROGRAMS, CURRICULUMS, SESSION PLANS OR OTHER RELATED PRODUCTS CAN CARRY INHERENT RISKS AND DANGERS AND PARTICIPATION IN SUCH ACTIVITIES MAY RESULT IN INJURY OR DEATH. YOU PARTICIPATE ALL DESCRIBED ACTIVITIES AT YOUR OWN RISK, USA SPORT GROUP DOES NOT CONDUCT ANY HEALTH OR FITNESS TESTS PRIOR TO PARTICIPATION IN ANY SUCH ACTIVITIES OR EVENTS AND ADVISES YOU CONSULT WITH A LICENSED PHYSICIAN BEFORE PARTICIPATING.

In most cases, the use of YouthfitnessNJ Services requires access and use of the Sites which is dependent upon a telecommunications network or the internet, which may not be secure. You acknowledge and agree that you are responsible for obtaining access to YouthfitnessNJ Sites and Services, for all equipment necessary for obtaining access, and for all charges associated, including but not limited to the internet service provider, telephone provider, computer hardware, and airtime charges.

No content, advice, comment or statement of YouthfitnessNJ, whether obtained by you from YouthfitnessNJ or its affiliates on or through the Sites or otherwise constitutes a contract, as representation or warranty of any kind not expressly stated in these Terms of Use.

**YouthfitnessNJ MAKES NO WARRANTY THAT:**

- **THE SITES WILL MEET YOUR REQUIREMENTS**
- **ACCESS TO THE SITES WILL BE SECURE, UNINTERRUPTED, ERROR-FREE**
- **DEFECTS ON THE SITE WILL BE CORRECTED**
- **THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS**
- **THAT THE INFORMATION PROVIDED ON OR CONNECTED TO ITS SITES OR SERVICES WILL BE ACCURATE, COMPLETE OR RELIABLE**
- **REGARDING THE QUALITY OF ANY SERVICES**
- **INFORMATION OR MATERIAL OBTAINED BY YOU THROUGH THE SITES OR SERVICES OFFERED WILL MEET YOUR EXPECTATIONS**

You KNOWINGLY AND WILLINGLY ASSUME ALL RISK AND RESPONSIBILITY FOR YOUR USE OF THE SITES, SERVICES AND ANY MATERIALS PROVIDED THROUGH THE SITE. As such, you assume all risk and responsibility for any damage to your computer system or loss of data that results from the download of any materials provided or hyperlinked to through the Site.

Some content and Services on the YouthFitnessNJ Sites is provided by third-party Service Partners, which are provided solely according to the warranty and other terms specified by the third-party partner organization ("Service Partner") who is solely responsible for the content, service, and operations of the Event or Service. We do not endorse, control, nor are responsible for any product, Service, or Event advertised or operated by a third-party organization through the Sites or any hyperlinked site, or featured in any banner or other advertising, and will not be

a party to or in any way monitor any transaction between you and third-party providers of products or services. For warranty assistance, you should contact the third-party organization directly. YouthfitnessNJ **MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD-PARTY PARTNER PROGRAMS, OR SERVICE PROVIDED BY ANY SERVICE PARTNER OR THIRD-PARTY ORGANIZATIONS AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.**

At times, there may be information on the YouthfitnessNJ Sites that is inaccurate, incomplete or unreliable, or there may be information that violates these Terms of Use. YouthfitnessNJ attempts to ensure the integrity and accuracy of the Sites, but it makes no guarantee whatsoever as to the completeness, reliability or accuracy of information provided. If you would like to report any irrelevant or inappropriate information listed on the Sites, please contact us at , if possible with a full description of the material needed to be checked, along with the URL of where the content can be found on the Site.

## 9. Privacy

These Terms of Use should be read alongside our privacy policy, which is a non-contractual document providing important information on how we obtain, share, and use personal information of anyone accessing the Sites. We request that you read this document, the Privacy Policy, thoroughly. If after reading the policy you have any questions about the collection or use of your personal information or that of your customers, please contact us.

You acknowledge and agree that any dispute related to our Privacy Policy, to the extent permissible by law, including but not limited to breaches of security, will be subject to the limitations on liability contained in both the Terms of Use & Additional Terms.

## 10. Violation of Terms & Applicable Law

You understand and agree that USA Sport Group may without prior notice, terminate, suspend, block or modify your access to the Site or Services, cancel your Event registration, and refuse to honor all or pending purchases, if USA Sport Group believes you or someone acting on your behalf has violated or is inconsistent with these Terms of Use or the law, or violates the rights of USA Sport Group, or one of our customers or Users of the Sites. USA Sport Group is not required to provide a refund to you if it exercises any of its rights or remedies because you have violated these Terms of Use or any of USA Sport Group's rights.

You and USA Sport Group agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of New Jersey applicable to contracts to be wholly performed therein, and any action based on, relating to the use of the USA Sport Group Sites on Services must be brought in a state or federal court in the State of New Jersey. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

You agree that your abusive use of the Site may cause damage and harm to us, including impaired goodwill, lost sales and increased expenses. You also agree that monetary damages for your abusive use of the Site are difficult to determine and that if you, or others acting with you, request more than 1,000 pages of the Site or make more than 800 reserve requests on the Site in any 24-hour period, you, and those acting with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents (\$.25) for each page request or reserve request made during that 24-hour period which exceeds those limits.

## 11. Ownership & Intellectual Property Rights

The information and materials provided on the Sites, including but not limited to the content, software, data, text, designs, graphics, images, photographs, illustrations, artwork, video clips, logos, icons, and links (collectively

Materials) are protected by copyright and trademark laws, and are the property of the site and/or its licensors. All Materials used on the Sites are used to inform you about Events, products, and Services offered by youthfitnessnj on the Site.

Neither you nor anyone acting on your behalf, including your employees, acquire any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright, photographs, graphical images, or trade-secrets, relating to the Materials of this site, including without limitation, software and information, except as otherwise expressly specified in an appropriate license or other mutually agreed upon, written agreement that you may have with youthfitnessnj. Any grants not expressly granted herein are reserved and shall remain always with youthfitnessnj.

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Sites are registered and unregistered Trademarks of youth fitness nj Companies and other affiliates and may not be used in connection with any products or services that are not related to, offered by, associated with, or sponsored by , in any manner that may cause confusion with customers, or in any manner that disparages or discredits uouthfitnessnj. All Trademarks not owned by youthfitnessnj that appear on the Site, if any, are the property of their respective owners. Nothing contained on the Sites should be construed as granting, by implication, estoppels or otherwise, any license or right to use any Trademark without the express written permission of youthfitnessnj, youthfitnessnj licensors or suppliers, or the third-party owner of such Trademarks. Misuse of Trademarks displayed on the Sites is strictly prohibited, and youthfitnessnj will aggressively enforce its intellectual property and Trademark rights to the fullest extent of the law, including via civil and criminal proceedings.

Furthermore, you acknowledge and agree that you will not interfere with youthfitnessnj rights in and to the Trademarks, including without limitation challenging youthfitnessnj use, registration of, application to register such Trademarks, alone or in combination with others, anywhere in the world, and you will not harm, misuse or bring into disrepute any youthfitnessnj Trademarks.

You may make comparative or other nominal fair use of our trademarks in advertising and promotional materials, and in referring to our products and services (for example, in a news article) without our permission, provided you follow standard trademark usage practices and provide proper attribution to youthfitnessnjCompanies (including contact information or website address). All other uses require written permission from youthfitnessnj, and absent such express permission, you agree not to use or display the youthfitnessnj Trademarks in any manner. Please send such requests to us

## 12. **Miscellaneous**

**Force Majeure** - youthfitnessnj is not responsible or liable for any delays or failures to perform Services due to causes beyond reasonable control, including but not limited to natural catastrophes (fire, flood, hurricane, typhoon, earthquake, lightning), acts of God, war, civil unrest, explosions, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, computer, internet and telecommunication service providers failures or delays involving hardware, software or power systems, malicious code, and acts of state or government action prohibiting or impeding any party from performing its respective obligations under the contract. In any event, youthfitnessnj will resume Services as soon as reasonably possible.

### **Changes to the Terms of Use - Termination**

The terms set forth in this Agreement (Terms of Use) will remain in effect until terminated. YouthfitnessNJ reserves the right to modify, suspend or terminate these Terms of Use, and/or access to the Sites, or any portion thereof at any time with or without reason or notice. Upon termination of these Terms of Use, your rights to access and use the Sites shall immediately cease, and you agree to promptly delete or destroy all documents and tangible materials obtained on or through the sites and all copies thereof. In the event of termination, we may deactivate your account immediately, including deleting username, password and all related information and files associated with your User Account and any previous purchases. You acknowledge and agree that YouthfitnessNJ or any third-party related

will not be liable if this right is exercised. In this event, you will receive no refunds or exchanges for the fees you have paid. All outstanding fees will be your responsibility and you agree to pay any outstanding balances on demand.

## 14. **Severability**

You understand and agree that this Agreement is intended to be as broad and as inclusive as permissible by law. If the scope of any of the provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

## 15. **Program Terms & Conditions**

When registering for a Program on the YouthfitnessNJ website, you will be required to acknowledge and agree to the terms & conditions related to that program. All program terms & conditions (for your selected Programs) will be shown in the checkout before purchase. During purchase, all customers purchasing a Program of any kind on the Websites or via telephone are required to acknowledge and agree to the terms set forth in the Agreement and Liability Waiver. Participation in a Program is not permitted without your acceptance of such terms. [View the liability waiver.](#)

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NJ | NY | CT | MA | DE | MD | VA | ME | VT | NH | RI | PA

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