WAIVER

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the Spencer County Fastpitch Association activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

FULLY UNDERSTAND THAT: (a) Spencer County Fastpitch Association ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Spencer County Fastpitch Association, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF Spencer County Fastpitch Association ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

CANCELLATION POLICY

I also understand that Spencer County Fastpitch Association enforces a no refund policy.

PRIVACY POLICY

Collection of your personal information When Spencer County Fastpitch Association and Stripe collects any personal information on our website, we will express our need for the personal data at the point of collection. Personal information is any information that can be used to identify an individual, and may include, but is not limited to, name, email address, postal or other physical address, title, occupation, and other information required to provide a service, deliver a product, or carry out a transaction you have requested. Some of the reasons we collect your personal information include:

Submission of proposal for services

Collaboration efforts

Registration to membership programs or newsletter subscriptions

To provide registered users a more personalized and meaningful experience on the TSG Planner website.

Uses of your personal information We will only use your personal information in the way we specified when it was collected. We also can use your information for advertising purposes. By submitting this information, you agree we can email you about certain events, products and services we offer or other individuals who we are affiliated with offer. We will not subsequently change the way your personal information is used without your consent. Some of the ways we may use your personal information include:

To provide the ability to create personal profile areas and view protected content.

To provide the ability to contact you, and provide you with shipping and billing information.

To provide customer feedback and support.

To provide contests, sweepstakes or other marketing or promotional activities on the SCFA website or affiliate websites. Personal information may be collected to administer those programs.

To conduct questionnaires and surveys in order to provide better products and services to our customers and end users. Your completion of any questionnaires is voluntary.

To support recruitment inquiries.
To understand more about you, so we can personalize newsletters and websites to your preferences. For example, allow you the opportunity to request specific information on products and services that may be of interest.
To allow you to forward information to another individual such as a friend or co-worker.
To meet contract obligations.
Accessing and updating your personal information We need your help in keeping the personal information you have shared with us accurate and up to date. Please notify us of any changes to your personal information. Our site allows you to make these updates yourself online via the user profile.
Unsubscribing Subscriptions to some newsletters can be managed through the user profile. In addition, each email newsletter includes instructions on how you can unsubscribe from that particular mailing.
Non-personal information collection We do not sell or rent your personal information to third-parties for marketing purposes unless you have granted us permission to do so.
Sharing your personal information In some instances, Spencer County Fastpitch Association may collect non-personal (aggregate or demographic) data through cookies, weblogs, and web beacons. This information is used to better understand and improve the usability, performance, and effectiveness of the SCFA website and software.
We may share your personal information with authorized third-party agents or contractors in order to provide a requested service or transaction. For example, if we need to ship something to you, we must share your name and address with a shipping company. We only provide third-party agents with the minimum amount of personal information necessary to complete the requested service or transaction.
We may respond to subpoenas, court orders, or legal process by disclosing your personal information and other related information, if necessary. We also may choose to establish or exercise our legal rights or defend against legal claims.
We may collect and possibly share personal information and any other additional information available to us in order to investigate, prevent, or act regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of TSG terms of use, or as otherwise required by law. We will ask you for your opt-in consent to share your personal information with a third party for any other reason.
Personalization We may customize websites or newsletters for certain users based on the information they previously provided or that was collected through SCFA or affiliate websites in order to enhance the overall web experience.
Security of your personal information Spencer County Fastpitch Association is committed to protecting the personal information you share with us. We utilize a combination of security technologies, procedures, and organizational measures to help protect your personal information from unauthorized access, use or disclosure.
When we transfer sensitive personal data (for example, credit card information) over the Internet, we protect it using third party technology. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution in protecting your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.
Cookies Spencer County Fastpitch Association website and software utilize cookies, although you can still access most of them even if you choose to disable cookies in your browser. The SCFA software will not allow you to complete certain activities if cookies are disabled. For example, our e- commerce uses session cookies and persistent cookies to process transactions. If you do not accept cookies, the associated transaction will not work and you will not be able to place an order.
We use multiple third parties to monitor web traffic, statistics, advertisement 'click-through', and other activities. Where authorized by SCFA, such third parties may use cookies, Stripe/SCFa web log files, web beacons, and other monitoring technologies to compile anonymous aggregate statistics on website visitors.
We also include web beacons in HTML-formatted email newsletters in order to count how many newsletters (or particular articles, links, etc.) are being accessed.
Current versions of web browsers offer enhanced user controls regarding the placement and duration of both first- and third-party cookies. Search for "cookies" under your web browser's Help menu for more information on cookie management features available to you.
Data retention Spencer County Fastpitch Association will not retain your personal information longer than is necessary to fulfill the purposes for which it was collected or as required by applicable laws or regulations.
Linked Website Our websites may provide links to other third-party websites which are outside our control and not covered by this policy. We encourage you to review the privacy policies posted on these (and all) sites.