These terms and conditions apply between Retriever Soccer Academy LLC and those persons registering for and participating in Retriever Soccer Academy LLC's events ("Customer").

1. REGISTRATION; ACCEPTANCE OF CUSTOMER:

a. Registration is on a first-come, first served basis. Early registration helps to ensure availability. Walk-in registrations will be accepted on a space-available basis. Retriever Soccer Academy LLC reserves the right to substitute speakers, presenters, facilities, venue and/or any program to be offered at the Event at any time. By registering for this Event, Customer represents, warrants and ensures that he/she is physically and mentally able to participate in the program for which he/she is registering and/or any others in which Customer may participate. Customer understands that this registration is non-transferrable and non-assignable and that any other person(s) wishing to attend the event must register in their own name(s). If you have any questions concerning the Event, please contact Retriever Soccer Academy directly.

b. By registering for this Event, Customer agrees to fully and completely comply with all terms and conditions hereof and the Retriever Soccer Academy LLC's rules and regulations. Retriever Soccer Academy LLC reserves the right to refuse attendance to any individual at any of its Events. All packages, bags, and other containers brought to the Event are subject to search, and may be required to be stored during the Event. Failure to comply with the Retriever Soccer Academy LLC's rules and regulations is grounds for immediate dismissal from the Event. Persons dismissed from the Event shall not be entitled to a refund or cancel any unpaid balance due. Customer's failure or inability to use all of the facilities, classes or services offered at the Event for any reason, except as otherwise provided herein does not relieve or suspend the Customer's obligation to make all payments required hereunder on a timely basis, nor entitle the Customer to a refund or credit. Customer understands and agrees that payment for the Event is not a guarantee or promise of satisfaction.

2. BILLING AND PAYMENT: Billing and payment processing for Retriever Soccer Academy LLC's events is performed by ARMS Software (ARMS) and this contract is specifically assigned to ARMS for all such purposes. Customer knowingly and irrevocably authorizes ARMS to charge electronically Customer's bank account and/or credit card for any and all amounts due for Customer's, and anyone registering under Customer's, attendance and participation in the Event. Any returned payment will be assessed a $25.00 fee. Any unsuccessful electronic transaction is subject to a $10.00 processing fee. ARMS is not responsible for any bank fees incurred by Customer. ARMS has the sole right to resubmit returned or declined items (plus applicable fees) without prior notice. BILLING INQUIRIES -- 804-325-1460 or by mail to 808 Moorefield Park Drive, Suite 250, Richmond, VA[23236](https://maps.google.com/?q=808+Moorefield+Park+Drive,+Suite+250,%0D+Richmond,+VA%C2%A0+23236&entry=gmail&source=g).

3. SIGNATORIES. Any person(s) signing this agreement, whether as a Member, co-signer or otherwise shall be jointly, severally and individually liable to Retriever Soccer Academy LLC and ARMS for the full contract price as if such person signed as the Member. All persons signing this agreement assume responsibility for all costs of collection, including but not limited to collection agency fees, court costs, attorney's fees, and late charges that may be incurred in the event of a default. Any person (s) signing this agreement authorizes the use of a disclosed e-mail address for billing purposes and acknowledges that e-mail text may include financial information pertaining to the membership. Any person signing this agreement authorizes the use of a disclosed cell phone or telephone number for autodialed or pre-recorded voice calls and text messages for billing related issues including, but not limited to, expiring billing information, or overdue account balances.

4. CUSTOMER'S RIGHT TO CANCEL: If you wish to cancel your registration, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to ARMS and Retriever Soccer Academy LLC. If your notice of cancellation is received more than 10 days prior to the Event, no administrative fee will be charged. Any cancellation received 10 days or fewer before the Event shall result in a per person administrative fee equal to the lesser of $25 or 30% of the Event cost. ARMS is not responsible for any refunds. Customer further agrees that once the registration is submitted, this Agreement is a legally binding and enforceable obligation of Customer.

5. RELEASE; INDEMNIFICATION: Customer understands and agrees that his/her participation in and attendance at the Event is knowing and voluntary. Customer understands and agrees that strict observation of the Event rules and regulations is required and that use of the Event facilities and the Customer's presence at the Event are at the sole risk of the Customer. Customer indemnifies and holds harmless Retriever Soccer Academy LLC and ARMS, and their officers, directors, employees and agents from and against any claims, demands, actions, liabilities, damages, costs or expenses, including court costs and reasonable attorneys' fees arising out of or relating to: (i) Customer's participation in the Event; (ii) claims against Retriever Soccer Academy LLC and/or ARMS by any third parties arising from or related to Retriever Soccer Academy LLC's or ARMS' actions and/or omissions, (iii) claims relating to any violation or alleged violation by Retriever Soccer Academy LLC and/or ARMS and/or any third party of the applicable laws relating to the conduct of the Event; and/or (iv) claims arising from or relating to Retriever Soccer Academy LLC's and/or ARMS' performance of its obligations hereunder. Customer specifically understands and agrees that he/she is assuming the risk of any and all injuries that he/she may suffer or incur as a result of his/her registration and/or participation in the Event. Customer's indemnification obligations shall survive the expiration or termination of this agreement.

6. COPYRIGHT; USE OF IMAGES: This Event is copyrighted by Retriever Soccer Academy LLC. Video, audio and/or any other means of recording of this Event by Customer are strictly prohibited. Violators will be dismissed from the Event and Retriever Soccer Academy LLC reserves all legal rights to pursue civil remedies. To inquire about obtaining a professional recording of the Event, please contact Retriever Soccer Academy LLC. Customer, for him/herself and his/her/its officers, directors, employees, agents, representatives, successors, assigns, heirs, executors and administrators hereby irrevocably consents to the unrestricted use by Retriever Soccer Academy LLC, its advertisers, clients, customers, successors and assigns, of Customer's name, likeness, statements, photograph or motion picture, for advertising, sale, marketing, promotion or any other purposes of trade and Customer waives the right to inspect or approve such completed images used in connection therewith. Customer grants to Retriever Soccer Academy LLC the exclusive right to exploit and license or assign for exploitation all such matter or any approved derivatives thereof in any manner in any medium or field of use, in the form delivered.

7. UNAVAILABILITY; FORCE MAJEURE Retriever Soccer Academy LLC will use commercially reasonable efforts to hold the Event. However, under no circumstances will Business be held responsible for unavailability caused by circumstances beyond Retriever Soccer Academy LLC's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems nor can any reservation be cancelled, altered or amended once the Event has commenced on the basis of circumstances beyond Retriever Soccer Academy LLC's reasonable control.

8. COMPLIANCE WITH LAWS: This Agreement shall be governed by the laws of the State in which Retriever Soccer Academy LLC is located. All rights and obligations of the Business and Customer under this Agreement are subject to all applicable federal, state and local laws and regulations. These terms and conditions shall be deemed revised to conform to applicable statutes, rules and regulations. Retriever Soccer Academy LLC and/or ARMS may modify the terms and conditions stated herein at any time in their sole and absolute discretion. Customer shall be bound by the modified Agreement and agree that no other modifications shall be enforceable. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach.