

READ THIS AGREEMENT CAREFULLY. YOU ARE WAIVING LEGAL RIGHTS BY ENTERING INTO THIS AGREEMENT. THIS IS A BINDING LEGAL AGREEMENT. BY ENTERING THE SPORTS CHALLENGE AMERICA FACILITY, USING A SPORTS CHALLENGE AMERICA CARD, AND/OR PARTICIPATING IN ANY SPORTS CHALLENGE AMERICA ACTIVITIES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS & CONDITIONS, WHICH INCLUDE WAIVING YOUR RIGHT TO TRIAL BY JURY, WAIVING YOUR RIGHT TO BRING A CLASS ACTION OR REPRESENTATIVE LAWSUIT, RELEASING SPORTS CHALLENGE AMERICA FROM LIABILITY, AND AGREEING THAT ANY DISPUTE WILL BE RESOLVED THROUGH BINDING ARBITRATION.

**Sports Challenge America
Terms & Conditions**

These Terms & Conditions (the “Terms & Conditions”) are a legally binding agreement between the User, as defined below, and Southwest Florida Enterprises, Inc., a Florida corporation d/b/a Sports Challenge America, its parents, subsidiaries, and affiliates (collectively, “SCA,” “we,” “our,” and/or “us”). By participating in any Activities, entering the Facility, purchasing an SCA Card, using an SCA Card, or using the Website, you agree to be bound by the following Terms & Conditions:

I. Introduction and Acceptance of Terms.

a. Definitions.

The following terms shall have the following meanings:

i. "Facility" refers to the multi-sport facility known as “Sports Challenge America” located at 28120 Race Track Road, Bonita Springs, Florida, offering various sports and activities, including but not limited to baseball, basketball, football, bowling, golf, soccer, pickleball and virtual reality games and experiences, as well as any related amenities, services, or facilities provided by the Facility.

i. "User" or "Users" refers to any individual(s) or entity(ies) who enter the Facility, whether as a participant, spectator, or in any other capacity, who purchase or use an SCA Card, or who access or use the Facility's website or mobile application.

ii. "Website" refers to the Facility's online platform, which may include web-based (including but not limited to www.sportchallengeamerica.com) or mobile applications (including but not limited to iOS and/or Android applications), through which Users may access information, register for events, make payments, interact with the Facility, and engage with other Users or third-party services.

iii. "Account" refers to the User's registered account used to participate in the Facility's Activities, receive updates, make transactions, manage personal information, and access various features and functionalities provided by the Website.

iv. "SCA Card" refers to the physical or virtual payment card issued by the Facility, used for loading funds to enter Cash or Non-Cash All Ages Prize Challenges.

v. "Challenges" refers to time-limited competitions that Users may enter by paying an entry fee and may be eligible for cash prizes, points or other awards upon successful completion. Challenges may vary in format, rules, and difficulty, and may involve single or multiplayer participation.

vi. "Tournaments" refers to organized events or competitions involving multiple Users or teams participating in sports or activities offered by the Facility. Tournaments may be scheduled, recurring, or on-demand and may have varying formats, rules, and prize structures.

vii. "Rentals" refers to the option for Users to rent fields, courts, the entire Facility, or any portion of the Facility, for private events, practices, or other purposes. Rentals may be subject to availability, booking policies, and specific terms and conditions set forth by the Facility.

viii. "Activities" refers to all offerings provided by the Facility, including but not limited to Challenges, Tournaments, Rentals, and those referenced in the definition of "Facility," above. Activities may also include ancillary offerings such as coaching, training, workshops, and other events or programs organized by the Facility, its partners or its customers.

ix. "Intellectual Property" refers to any and all intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, and other proprietary rights, whether registered or unregistered, associated with the Facility, Website, Content, or Activities.

x. "Content" refers to all information, data, text, images, videos, audio, or other material available on the Website, or provided by the Facility, its licensors, or Users, including but not limited to news, updates, promotional materials, User Content, and third-party content.

b. Acceptance of Terms.

By entering the Facility, participating in any Activities, creating an Account, purchasing an SCA Card, and/or accessing the Website, the User agrees to be bound by these Terms & Conditions, as well as any other policies, guidelines, or rules that may be posted or communicated by the Facility. If the User does not agree to these Terms, they should not access or use the Facility, Website, or any Activities provided by the Facility. The Facility reserves the right to update, modify, or replace these Terms & Conditions at its discretion, and the continued use of the Facility, Website, or Activities constitutes acceptance of any such changes.

c. Age Requirements and Parental Consent.

Users must be at least the age of majority in their jurisdiction to access the Facility, Website, or Activities. If a User is under the age of majority, they must have the consent of a parent or legal guardian, who agrees to be bound by these Terms & Conditions on behalf of the minor User. The Facility may require proof of age or parental consent at any time.

d. User Representations and Warranties.

By accessing the Facility or Website, or participating in any Activities, Users represent and warrant that:

- i. They have the legal capacity and authority to enter into these Terms & Conditions;
- ii. All information provided by them during registration or otherwise is accurate, complete, and up-to-date;
- iii. They will not use the Facility, Website, or Activities for any illegal or unauthorized purposes;
- iv. They will comply with all applicable laws and regulations, including but not limited to those governing sports and gaming activities, privacy, data protection, and intellectual property rights; and
- v. They will not infringe upon the rights of any third party, including but not limited to intellectual property rights, privacy rights, or other proprietary rights.

II. User Accounts.

a. Account Registration.

To access certain features and functionalities of the Facility, Website, or Activities, Users may be required to create an Account. During the registration process, Users must provide accurate, complete, and up-to-date information as requested, including but not limited to their name, mailing address, email address, phone number, and date of birth. Users are responsible for maintaining the confidentiality of their Account login credentials and for all activities that occur under their Account.

b. Account Security.

Users are responsible for ensuring the security of their Account and must immediately notify the Facility of any unauthorized use, breach of security, or suspected account compromise. The Facility is not liable for any loss or damage arising from a User's failure to safeguard their Account or comply with these Terms & Conditions.

c. Account Termination.

Users may terminate their Account at any time by contacting the Facility and following the provided instructions. The Facility reserves the right to suspend or terminate a User's Account, with or without notice, for any reason, including but not limited to violations of these Terms &

Conditions, illegal or unauthorized use of the Facility, Website, or Activities, or if the Facility determines that the User's continued access or use poses a risk to the Facility, other Users, or the public. Upon termination of a User's Account, the User will lose access to their Account and any related information or content associated with the Account. The Facility is not responsible for any loss or harm resulting from the termination of a User's Account or the loss of access to any related information or content. Any provisions of these Terms & Conditions that, by their nature, should survive termination or expiration of a User's Account, including but not limited to, indemnification, limitation of liability, waiver of liability, assumption of risk, and intellectual property rights, shall continue to remain in effect after the termination or expiration of the User's Account.

III. Challenges.

The Facility offers various Challenges in which Users can participate by paying an entry fee via an SCA Card, as described in greater detail below. Users must be at least 18 years of age to participate in Cash Challenges and all ages can participate in Non-Cash Prize Challenges. The entry fee for each Challenge will be posted by the Facility at each Challenge. Users who successfully complete a Challenge may win a cash prize, or points as determined by the Facility and posted at the Challenge. The Facility reserves the right to change the entry fee for entering a Challenge and/or the prize for successfully completing a Challenge at any time prior to entry. Users must comply with all rules and requirements associated with each Challenge, including any age restrictions, skill level requirements, or other eligibility criteria. The rules for each Challenge will be posted at the Challenge or otherwise made available by the Facility's Guest Services. The Facility reserves the right to disqualify any User who violates these rules or requirements or engages in any unsportsmanlike, disruptive, cheating, or fraudulent conduct related to a Challenge. The Facility further reserves the right to prohibit any User, in its sole discretion, from participating in any Challenge for any reason. Determination of whether a User has successfully completed a Challenge shall be made in the Facility's sole discretion and all decisions of the Facility regarding whether a User has successfully completed a challenge are final. If a Challenge malfunctions or otherwise becomes inoperable during a User's attempt at the Challenge, the User will be allowed one free attempt at the same Challenge, or if that Challenge cannot be quickly put back into service, the User may opt for a refund of the entry fee paid for the Challenge. Any disputes shall be solely within the Facility's discretion to resolve.

a. SCA Card Issuance and Usage.

Users may be issued an SCA Card, either physical or virtual, to access and participate in Challenges. SCA Cards may be loaded with funds and/or tokens with a credit card, debit card, or cash, in the Facility's discretion, which can be used to enter Challenges. There is no fee to obtain an SCA Card, to initially load funds onto an SCA Card, or to load additional funds onto an SCA Card. Loading funds onto an SCA Card is final and non-refundable. SCA Card balances do not expire and are not redeemable for cash or usable for any purpose other than participating in Challenges. SCA Cards are limited to a maximum balance of \$500 at any given time. Participating in a Challenge will reduce the User's SCA Card balance by the entry fee for such Challenge. The Facility may impose limits on loading funds onto SCA Cards and may refuse to load funds onto any SCA Card for any reason. The SCA Card is only valid at the Facility, and is not valid at any

other “Sports Challenge America” location other than the Facility. SCA Cards may not be resold or otherwise transferred, and any SCA Card so resold or transferred will be void and subject to cancellation. The Facility reserves the right to refuse to accept an SCA Card or otherwise to limit use of an SCA Card if it believes the use is unauthorized, fraudulent, or otherwise unlawful or violates these Terms & Conditions. If a User is unable to access their SCA Card, whether by loss or theft of a physical SCA Card or device storing a virtual SCA Card, forgetting login credentials to the Website or Account, or otherwise, the Facility will attempt in good faith to verify the User’s identity and restore access to the User’s SCA Card, but the Facility shall not be liable to the User if it is unable to restore the User’s access their SCA Card.

b. Cash Challenge Prizes and Payouts.

Cash Prizes will be paid to Users 18 years of age or older who successfully complete Cash Challenges in a payment method to be determined in the Facility’s discretion, which may include cash or check. A User may only win a cash prize for successfully completing a specific Challenge once per day and any subsequent attempt(s) to enter the same Challenge already successfully completed the same day by that User shall be null and void. The Facility may require Users to provide additional information or documentation, including but not limited to a valid and unexpired government-issued photo identification card, to verify their identity and eligibility to obtain or load an SCA card or to receive Cash Challenge prizes. Users are responsible for any taxes or other charges associated with receiving Cash Challenge prizes. The Facility will report payout of Cash Challenge prizes to the Internal Revenue Service (IRS) in accordance with tax law and Users may receive a Form 1099 or other applicable tax form from the Facility. Users may be required to provide a valid social security number or tax identification number as a condition to the Facility paying any Cash Challenge prize.

c. Non-Cash All Ages Prize Challenges and Payouts

Non-Cash prizes in the form of points will be paid to Users who successfully complete Non-Cash All Ages Prize challenges in a payment method to be determined in the Facility’s discretion which may include SCA medals redeemable for points or points added directly on the SCA Card.

d. SCA Card Disputes.

Users may obtain a history of their SCA Card transactions by inquiring at the Facility’s Guest Services. The Facility reserves the right to correct the balance of any User’s SCA Card if the Facility believes an error has occurred. A User may dispute any transaction or correction that has been assessed against their SCA Card by contacting the Facility’s Guest Services. The Facility will conduct an investigation and communicate the results within a reasonable time. The Facility shall have no liability for any error related to an SCA Card balance unless the User provides notice within 60 days of the date of the transaction in question. Resolution of such disputes is within the discretion of the Facility.

e. SCA Card Deactivation.

The Facility may suspend or terminate a User’s SCA Card and revoke or limit any or all of the rights and privileges granted to such User at any time without notice, liability, reimbursement,

or compensation (i) due to a User's fraudulent or unauthorized use of an SCA Card or any violation of these Terms & Conditions ("For Cause"); or (ii) for any other reason in the Facility's discretion ("Without Cause"). If the Facility terminates a User's SCA Card For Cause, the User's SCA Card Balance will be voided and the User will receive no compensation from the Facility for the voided funds, subject to any applicable laws or regulations. If the Facility terminates a User's SCA Card Without Cause, the Facility will refund the User's current SCA Card Balance, less any amounts that the User may owe the Facility, upon the User's request.

IV. Tournaments and Facility Rentals.

a. Tournaments.

The Facility may organize and host Tournaments for various sports and activities. Users must be at least 18 years of age to participate in Tournaments. Users who wish to participate in a Tournament must register and pay any applicable fees in advance. Users must also comply with the rules, regulations, and schedules established by the Facility for each Tournament. The Facility reserves the right to disqualify any User who violates these rules or regulations or engages in unsportsmanlike or disruptive conduct during a Tournament.

b. Facility Rentals.

Users may rent fields, courts, the entire Facility, or any portion of the Facility, for private events, practices, or other purposes, subject to availability and the Facility's rental policies. Users may be required to complete a rental agreement and/or pay any applicable rental fees in advance. Users who rent the Facility, or any portion thereof, are responsible for ensuring that all guests comply with these Terms & Conditions and any additional rules or requirements established by the Facility for the Rental. Users may be held liable for any damage to the Facility or its equipment caused by their guests or any violations of these Terms & Conditions or rental rules by their guests.

c. Reservations and Cancellations.

Users may make reservations for Tournaments and Rentals through the Website's reservation system or at the Facility's Guest Services, subject to availability. The Facility reserves the right to change its fees and charges at any time, at its sole discretion. Users must provide accurate and complete information when making a reservation and promptly notify the Facility of any changes or cancellations. Fees paid to the Facility for a Tournament or Rental are non-refundable and the Facility is not obligated to permit a User to cancel or reschedule any Tournament or Rental. The Facility reserves the right to cancel or reschedule any Tournament or Rental due to unforeseen circumstances, events beyond its control, or otherwise within its sole discretion, and will make reasonable efforts to notify affected Users and offer refunds, credits, or alternative arrangements, as deemed appropriate in the Facility's discretion.

d. Payments, Fees, and Refunds.

Users agree to pay all applicable fees and charges as set forth by the Facility. Users may make payments for Tournaments and Facility Rentals using accepted payment methods, including

credit cards, debit cards, or cash. Users are responsible for any applicable taxes, duties, or other governmental charges associated with their use of the Facility. The Facility may collect such taxes or charges from Users at the time of payment and remit them to the appropriate tax authorities.

V. Use of the Facility, Website, and Activities.

a. Facility Rules and Regulations.

Users are expected to conduct themselves in a respectful, safe, and appropriate manner while using the Facility, including but not limited to when participating in Challenges, Tournaments, or using the Facility during a Rental. Users must abide by all rules, regulations, or guidelines established by the Facility, which may be posted at the Facility, on the Website, or otherwise communicated to Users by Facility staff, and which the Facility may modify or update at any time. Such rules may include, but are not limited to, safety guidelines, equipment usage policies, dress code requirements, and codes of conduct. The Facility reserves the right to eject or ban any User who engages in unsafe, disruptive, or inappropriate behavior, or who otherwise violates these Terms & Conditions or any rules or guidelines established by the Facility, in its sole discretion. Users are responsible for any damage or loss they cause to the Facility's equipment or property and may be required to reimburse the Facility for any associated repair or replacement costs.

b. Prohibited Activities.

Users are prohibited from engaging in any activities that may compromise the security, integrity, or proper functioning of the Facility, Website, or Activities, including but not limited to:

- i. Engaging in any form of cheating, match-fixing, or other fraudulent activities in connection with Challenges, Tournaments, or other competitions;
- ii. Tampering with or damaging any of the Facility's property or equipment;
- iii. Interfering with another User's use or enjoyment of the Facility;
- iv. Rowdy or disruptive behavior;
- v. Lewd or profane speech or conduct;
- vi. Engaging in any form of illegal betting activity;
- vii. Failing or refusing to comply with instructions of the Facility's staff;
- viii. Violating any of the Facility's rules or regulations;
- ix. Using, possessing, or being under the influence of any illegal or illicit drugs, controlled substances, or other harmful or dangerous substance;
- x. Possessing or consuming any alcoholic beverages that were not purchased at the Facility;
- xi. Unauthorized access, use, or disclosure of another User's Account or personal information;

- xii. Use of any automated systems, bots, or scripts to access, scrape, or collect data from the Website or Activities;
- xiii. Any conduct that may disrupt, damage, or interfere with the operation or security of the Website, including but not limited to: hacking, spamming, data mining, or attempting to gain unauthorized access to the Website or any related systems or networks;
- xiv. Transmission or distribution of viruses, malware, or other harmful or malicious software;
- xv. Infringement of the intellectual property rights of the Facility, other Users, or third parties; and/or
- xvi. Violating any state, federal, or municipal law, rule, or regulation.

VI. Waiver, Assumption of Risk, and Indemnification.

a. Applicability of Waiver.

Users acknowledge that they may be required to sign a separate waiver, assumption of risk, and indemnification document (a “Waiver”), electronically or physically, prior to entering the Facility or participating in any Activities. However, even if a User does not sign a separate Waiver, these Terms & Conditions include provisions addressing waiver, assumption of risk, and indemnification, as set forth herein, that apply to all Users who access or use the Facility or participate in any Activities.

b. Adults. The following subsections apply if the User is 18 years of age or older:

i. **Assumption of Risk:** I understand that entering a facility owned or operated by SCA and/or participating in any of the offerings provided by SCA, including but not limited to Challenges, Tournaments, Rentals, or any other sports activity or ancillary offering (the "Activities") involves inherent and significant risks, including, but not limited to, equipment malfunction, falls, collisions, being hit by a ball, club, or other objects, sliding injuries, overuse injuries, strains and sprains, cuts and abrasions, finger and hand injuries, sunburn, dehydration, heat-related illnesses, as well as the potential for severe bodily injury, disfigurement, paralysis, or even death. These risks are present in various sports and activities, such as baseball, golf, soccer, bowling, football, and basketball, and may also be present in other Activities provided. Additional risks may include contracting a viral or bacterial infection, such as COVID-19, environmental hazards, such as uneven or slippery surfaces, poor weather conditions, and the actions or inactions of other participants. The Activities may also involve risks related to the use of facilities or equipment, including potential mechanical failures. Other accidents or injuries may result from my actions or the actions of others, including those that may be severe, permanent, disabling, or life-altering. I acknowledge that I am voluntarily participating in the Activities, and I assume all risks, both known and unknown, foreseeable and unforeseeable, associated with my participation. I understand that it is my responsibility to assess my own physical and mental capabilities and to determine whether I should participate in the Activities. By participating, I accept full responsibility for the consequences of my actions and the risks associated with the Activities.

ii. **Waiver and Release of Liability: I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby release, waive, discharge, and covenant not to**

sue SCA, its owners, officers, directors, shareholders, employees, agents, and/or contractors (collectively referred to as "Released Parties") from any and all claims, liabilities, demands, causes of action, or losses, including reasonable attorneys' fees and costs, arising out of or in any way related to (i) my presence at a facility owned or operated by SCA; and/or (ii) my participation in the Activities. This waiver and release extends to, but is not limited to, personal injury, property damage, disfigurement, paralysis, wrongful death, emotional distress, loss of consortium, loss of income or earning capacity, medical expenses, or any other damages, whether caused by the negligence of the Released Parties or otherwise, and regardless of the foreseeability or avoidability of such damages. I understand that this waiver and release of liability is intended to be as broad and inclusive as permitted by Florida law and if any portion of this waiver and release is held invalid, it is agreed that the balance shall continue in full legal force and effect to the greatest extent permitted by law. I further agree that this waiver and release of liability shall bind my family, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on my behalf. By signing this waiver and release of liability, I acknowledge that I have carefully read and fully understand its contents, and I voluntarily agree to its terms, intending to be legally bound by them. I understand that I am giving up substantial legal rights, including the right to sue the Released Parties for damages in the event of injury or death resulting from my participation in the Activities.

iii. **Indemnification:** I agree to indemnify, defend, and hold harmless SCA and its owners, officers, directors, shareholders, employees, agents, and/or contractors (collectively referred to as "Indemnified Parties") from and against any and all claims, liabilities, damages, costs, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or related to my participation in the Activities, my presence at a facility owned or operated by SCA, or my use of any equipment, facilities, or common areas provided by SCA. This indemnification obligation includes, but is not limited to, claims arising from the negligence of the Indemnified Parties or any third parties, as well as any claims resulting from property damage, personal injury, disfigurement, paralysis, wrongful death, emotional distress, loss of consortium, loss of income or earning capacity, medical expenses, or any other damages that may be incurred. I further agree to indemnify and hold harmless the Indemnified Parties from any claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or related to any breach of this agreement or any representations, warranties, or acknowledgments I have made herein. My indemnification obligation extends to the actions of my family members, guests, or any other persons who attend the facility or participate in the Activities as a result of my actions or invitation. By signing this agreement, I understand that I am accepting financial responsibility for any harm or loss caused by my actions or the actions of those associated with me. This indemnification obligation shall survive the termination or expiration of this agreement, and it shall be enforceable to the fullest extent permitted by law.

iv. **Health and Fitness:** I represent and warrant that I am physically capable of participating in the Activities and do not have any medical condition, injury, or impairment that may affect my ability to safely participate. I acknowledge that it is my responsibility to consult with a physician prior to participating in the Activities if I have any concerns about my health or fitness.

v. **Rules and Regulations:** I agree to follow all rules, regulations, and instructions provided by SCA, including any posted at the SCA's facility or communicated by SCA staff. I understand that SCA reserves the right to remove me from the Activities or any SCA facility if I fail to comply with these rules or if my behavior poses a risk to myself or others.

c. **Minors.** The following subsections apply if the User is under 18 years of age:

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SCA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM SCA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SCA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of the minor participant ("Minor") being permitted to participate in any activities or services provided by Southwest Florida Enterprises, Inc., a Florida corporation d/b/a Sports Challenge America, its parents, subsidiaries, and/or affiliates (collectively, "SCA,"), I, the undersigned parent or legal guardian of the Minor, hereby acknowledge, understand, and agree to the following on behalf of myself and the Minor:

i. **Assumption of Risk:** I understand that entering a facility owned or operated by SCA and/or participating in any of the offerings provided by SCA, including but not limited to Challenges, Tournaments, Rentals, or any other sports activity or ancillary offering (the "Activities") involves inherent and significant risks, including, but not limited to, equipment malfunction, falls, collisions, being hit by a ball, club, or other objects, sliding injuries, overuse injuries, strains and sprains, cuts and abrasions, finger and hand injuries, sunburn, dehydration, heat-related illnesses, as well as the potential for severe bodily injury, disfigurement, paralysis, or even death that may result from the Minor’s action or the actions of others. These risks are present in various sports and activities, such as baseball, golf, soccer, bowling, football, and basketball, and may also be present in other Activities provided. Additional risks may include contracting a viral or bacterial infection, such as COVID-19, environmental hazards, such as uneven or slippery surfaces, poor weather conditions, and the actions or inactions of other participants. The Activities

may also involve risks related to the use of facilities or equipment, including potential mechanical failures. Other accidents or injuries may result from my actions or the actions of others, including those that may be severe, permanent, disabling, or life-altering. I acknowledge that the Minor voluntarily participating in the Activities, and I assume all risks, both known and unknown, foreseeable and unforeseeable, associated with the Minor's participation.

ii. **Waiver and Release of Liability:** I, on behalf of myself, the Minor, and our respective heirs, executors, administrators, and assigns, hereby release, waive, discharge, and covenant not to sue SCA, its owners, officers, directors, shareholders, employees, agents, and/or affiliates from any and all claims, liabilities, demands, causes of action, or losses, including reasonable attorneys' fees and costs, arising out of or related to the Minor's participation in the Activities, including, but not limited to, personal injury, property damage, or wrongful death. I understand that this waiver and release of liability is intended to be as broad and inclusive as permitted by Florida law and if any portion of this waiver and release is held invalid, it is agreed that the balance shall continue in full legal force and effect to the greatest extent permitted by law.

iii. **Indemnification:** I agree to indemnify and hold harmless SCA, owners, officers, directors, shareholders, employees, agents, and/or affiliates from any and all claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or related to the Minor's participation in the Activities.

iv. **Health and Fitness:** I represent and warrant that the Minor is physically capable of participating in the Activities and does not have any medical condition, injury, or impairment that may affect their ability to safely participate. I acknowledge that it is my responsibility to consult with a physician prior to the Minor's participation in the Activities if I have any concerns about their health or fitness.

v. **Rules and Regulations:** I agree to ensure that the Minor follows all rules, regulations, and instructions provided by SCA, including any posted at the facility or communicated by SCA staff. I understand that SCA reserves the right to remove the Minor from the Activities or the facility if they fail to comply with these rules or if their behavior poses a risk to themselves or others.

VII. Intellectual Property, User Content, and Media Consent.

a. Intellectual Property Rights.

The Website, Challenges, and all Content, including but not limited to text, images, logos, graphics, video, audio, and software, are the property of the Facility or its licensors and are protected by applicable intellectual property laws, including copyrights, trademarks, patents, and trade secrets. Users are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Website and Content, and to participate in Challenges, for personal, non-commercial purposes, subject to these Terms & Conditions. Users may not copy, reproduce, distribute, modify, or create derivative works from the Website, Challenges, or Content without the prior written consent of the Facility or the applicable copyright owner.

b. User Content.

Functionality may be made available for Users to create, upload, post, submit, or share content, including but not limited to text, images, videos, or other materials, through the Website

("User Content"). By submitting User Content, Users grant the Facility a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, create derivative works from, display, and perform such User Content in connection with the Website, Activities, or Facility's promotional activities, in any media and for any purpose, without any compensation or attribution to the User. The Facility reserves the right, but has no obligation, to monitor, review, or edit User Content and may, at its sole discretion, remove or modify any User Content that it deems to be in violation of these Terms & Conditions, any applicable laws or regulations, or that may infringe upon the rights of any third party. Users are responsible for any User Content they submit and for ensuring that it complies with these Terms & Conditions and any applicable laws or regulations. The Facility disclaims any liability for any loss or damage resulting from the submission, use, or removal of User Content.

c. Media Consent.

By entering the Facility, Users acknowledge and agree that they may be photographed, filmed, or otherwise recorded by the Facility, its agents, or third parties. Users grant the Facility a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, create derivative works from, display, and perform any such photographs, recordings, or other media, in connection with the Website, Activities, or Facility's promotional activities, in any media and for any purpose, without any compensation or attribution to the User.

VIII. Privacy, Data Protection, and Third-Party Services and Websites.

a. Privacy Policy.

The Facility's collection, use, and disclosure of Users' personal information is governed by its Privacy Policy, which is incorporated into these Terms & Conditions by reference. By using the Facility or Website, Users acknowledge and agree to the terms of the Privacy Policy and consent to the collection, use, and disclosure of their personal information in accordance with the Privacy Policy.

b. User Data Protection.

Users are responsible for protecting their own personal information and ensuring the security of their Account and SCA Card. Users must not share their Account or SCA Card details with others and should take appropriate measures to safeguard their personal information from unauthorized access or disclosure.

c. Data Retention and Deletion.

The Facility retains Users' personal information for as long as necessary to fulfill the purposes for which it was collected, to comply with legal obligations, and to enforce these Terms & Conditions. Upon termination of a User's Account, the Facility will take reasonable steps to delete or anonymize the User's personal information, subject to any applicable legal, regulatory, or contractual requirements.

d. Third-Party Services and Websites.

The Facility, Website, or Activities may contain links to, integrate with, or provide access to third-party services, platforms, or applications. The Facility is not responsible for the privacy practices, data collection, or content of such third-party services or websites. Users are encouraged to review the privacy policies and terms of use of any third-party services or websites they access or interact with through the Facility, Website, or Activities. Users access and use these websites and resources at their own risk and acknowledge that the Facility is not responsible for their content, products, services, or any damages or losses that may result from their use.

e. Data Breach Notification.

In the event of a data breach affecting Users' personal information, the Facility will notify affected Users and applicable regulatory authorities as required by law. The Facility will take reasonable steps, as may be required by law, to mitigate the impact of the data breach and prevent any further unauthorized access or disclosure of Users' personal information.

IX. Limitation of Liability

a. Disclaimer of Warranties

The Facility, Website, and Activities are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. The Facility disclaims all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, to the fullest extent permitted by law. The Facility does not warrant that the Website or Activities will be uninterrupted, error-free, secure, or free from viruses or other harmful components, or that any defects will be corrected.

b. Limitation of Liability

To the fullest extent permitted by law, in no event will the Facility, its affiliates, or their respective officers, directors, employees, agents, licensors, or suppliers be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to, loss of profits, loss of data, or loss of goodwill, arising out of or in connection with a User's use of, or inability to use, the Facility or Website, or participation in any Activities, even if the Facility has been advised of the possibility of such damages. In any case, the Facility's total liability to Users for all damages, losses, or causes of action shall not exceed the amount paid by the User to the Facility, if any, for the use of the Facility or participation in Activities during the twelve (12) months immediately preceding the event giving rise to the claim.

c. Time Limit for Claims

Users agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Facility, Website, or Activities or these Terms &

Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

X. Miscellaneous

a. Governing Law, Dispute Resolution, and Mandatory Binding Arbitration.

These Terms & Conditions and any disputes arising under or relating to these Terms & Conditions and/or a User's use of the Facility, participation in Activities, loading or use of an SCA Card, or use of the Website shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. In the event of any such dispute, the Parties agree to (i) first, attempt in good faith to resolve their differences amicably and, if unsuccessful, (ii) second, to submit to mediation before a mutually agreeable mediator who is certified by the Florida Supreme Court, with the mediator's fees to be shared equally by the Parties, and, if unsuccessful, (iii) to submit any such dispute to mandatory binding arbitration to be held in Lee County, Florida and administered by the American Arbitration Association, to be conducted by a single arbitrator under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The arbitrator may grant injunctive or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive, and binding on the parties. Judgment on the arbitrator's award may be entered in a court of competent jurisdiction in Lee County, Florida.

b. Severability.

If any clause or provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction under present or future laws, then the remainder of these Terms & Conditions shall not be affected thereby and shall remain in full force and effect, and in lieu of such invalid, illegal, or unenforceable clause or provision, there shall be added as a part of these Terms & Conditions a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

c. No Waiver.

The failure of the Facility to enforce any right or provision of these Terms & Conditions shall not be deemed a waiver of such right or provision, nor shall it prevent the Facility from exercising or enforcing any other right or provision in the future.

d. Assignment.

Users may not assign or transfer their rights or obligations under these Terms & Conditions without the prior written consent of the Facility. The Facility may assign or transfer its rights and/or obligations under these Terms & Conditions, in whole or in part, without restriction and without notice to Users.

e. Force Majeure.

The Facility shall not be liable for any failure or delay in the performance of its obligations under these Terms & Conditions due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemics or other public health emergencies, civil unrest, labor disputes, or disruptions to communication or transportation systems.

f. Interpretation of Language.

In these Terms & Conditions, unless the context otherwise requires or expressly states otherwise, references to any gender shall include all genders, and the singular shall include the plural, and vice versa. The use of singular or plural words shall be interpreted in a manner that accurately reflects the intended meaning of the provision, in accordance with the context in which they are used.

g. Entire Agreement.

These Terms & Conditions, together with any additional terms or policies referenced herein or incorporated by reference and any Waiver signed by the User, constitute the entire agreement between Users and the Facility concerning the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, representations, or communications, whether written or oral.

h. WAIVER OF JURY TRIAL.

THE PARTIES TO THESE TERMS & CONDITIONS KNOW AND UNDERSTAND THAT THEY MAY HAVE A CONSTITUTIONAL RIGHT TO A JURY TRIAL AND HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS AND/OR USERS' USE OF THE FACILITY, PARTICIPATION IN ACTIVITIES, LOADING OR USE OF AN SCA CARD, OR USE OF THE WEBSITE. THE PARTIES INTEND THIS WAIVER OF THE RIGHT TO A JURY TRIAL BE AS BROAD AS PERMISSIBLE BY LAW.

i. WAIVER OF CLASS ACTION.

EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS AND/OR USERS' USE OF THE FACILITY, PARTICIPATION IN ACTIVITIES, LOADING OR USE OF AN SCA CARD, OR USE OF THE WEBSITE

AS A CLASS ACTION OR CLASS-WIDE ARBITRATION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

XI. Contact Information.

a. Facility Contact Information.

If Users have any questions, concerns, or comments about these Terms & Conditions, the Facility, Website, or Activities, they may contact the Facility's Guest Services Team using the following contact information:

Sports Challenge America

Address:

28010 Race Track Road
Bonita Springs, Florida 33135

Phone:

239-663-1810

Email:

info@sportschallengeamerica.com

The Facility's Guest Services team is available during normal operating hours and will make reasonable efforts to respond to inquiries in a timely manner.

b. Feedback and Suggestions.

The Facility welcomes and appreciates feedback, suggestions, or comments from Users regarding the Facility, Website, or Activities. Users may submit feedback by contacting the Facility using the contact information provided above. By submitting feedback, Users acknowledge and agree that the Facility may use, disclose, reproduce, or modify their feedback without restriction and without any obligation to compensate them.