



MEMBERSHIP Application & Agreement

GENERAL TERMS AND CONDITIONS

Membership Qualifications: All individuals under age 18 must have Agreement signed by Parent or Guardian. Memberships are non-transferable.

Membership Fee: All membership fees are non-refundable. All membership fees are not subject to apportionment.

Waiver of Claim: It is expressly agreed that Members and their guests assume all risks related to the use of the Academy facilities. The Academy shall require a PARTICIPANT RELEASE OF LIABILITY to be completed with Membership Application/Agreement.

Guests: Members may bring in a guest to try out the facilities provided an appointment has been made prior to the guests coming into the academy. There is a guest fee of \$20.00 per visit for each guest. Guests are allowed up to 2 visits during the membership period. This benefit is subject to management approval. Members must call ahead to receive guest approval. Guests are NOT allowed in Mar/Apr!

Signing In: All persons entering Upper Deck are required to sign-in prior to using the facility, listing their appropriate membership number and time of entrance.

Usage:

- Members must rotate through the various stations in the facility; Over utilization of one station is not permitted.
- Members must be aware of other members usage needs and rotate through properly.
- Members must pick-up after themselves, do not leave balls on floor or in nets, helmets and bats must be returned to the appropriate shelving.
- Members are not allowed to bring in Instructors during members hours.
- Please note the maximum recommended pitch speed should not exceed 70 MPH.
- Any violation in proper usage is grounds for membership cancellation.

Cancellation by Management: The membership of any member may be suspended or revoked at the sole discretion of the UPPER DECK BASEBALL ACADEMY, INC. Any person whose membership has been cancelled, suspended or revoked by the Academy will not be accepted as a guest at the Academy.

Cancellation by Member: A member may resign his or her Membership by sending such written notification to the Academy. Member is aware that cancellation will take place immediately on the date of the Academy receiving such notification. All membership fees are non-refundable. All membership fees are not subject to apportionment.

Buyers Right to Cancel: If you wish to cancel this contract you may cancel in person or by mail to Upper Deck. You must give notice in writing that you do not wish to be bound by the contract. This notice must be delivered or mailed before midnight of the fifth (5th) business day after the date of the contract so entered into. All cancellations under this scenario will be subject to a 100% refund less a fifty dollar (\$50.00) administrative fee. All cancellations must be delivered or mailed to:

UPPER DECK BASEBALL ACADEMY
1 John Dean Memorial Boulevard
PO Box 7626
Cumberland, RI 02864