

2021-2022 MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

1. **MEMBERSHIP:** We have an absolute discretion over whether to enter this contract and to accept your application for membership of Project-Generation Inc.... If your application for membership is accepted, membership of Project-Generation Inc. will start on the date stated on the front of this form and continue for 1 calendar months. On acceptance, you will be issued with a membership card personal to you. Entry to Project-Generation Inc. is gained only on presentation of a valid membership card and if a card is lost a replacement will be made on receipt of a fee to cover our administrative cost. This contract constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces and supersedes all prior oral and written agreements, understandings, representations, and correspondence regarding such subject matter.

- (a) You must be at least 16 years old to sign up to this contract. Parent or guardian consent will be required if you are aged 15- younger.
- (b) Youth membership do not allow you to use all the Project-Generation Inc. 's services and facilities. You will only be granted entry to the Project-Generation Inc. after attending an induction (**Orientation**).

2. PAYMENTS:

(a) ~~Membership Payments. You agree to pay the initiation fee and monthly dues rate set forth on the front of this Agreement. Monthly dues and program charges shall be debited from your account through electronic funds transfer system monthly and reflect the current month's dues and the prior month's charges. Except as stated in this Agreement, all membership fees, dues, and other payments are nonrefundable. You shall be relieved of your obligations to make any such payments and no deduction or refund of dues shall be made for your failure to attend or use the Project-Generation Inc. services or programs due to vacation, travel, or other personal commitments. See clause for further detail.....~~

(b) ~~Adjustment to Dues Rates and Other Fees. Monthly dues rates, charges and fees for services are subject to change winter of 2023, as deemed necessary by Project-Generation Inc.... Project-Generation Inc. may increase monthly dues rates by providing you with a minimum of thirty (30) days written or emailed notice. If you have a full fiscal year or twelve (12) month paid commitment, Project-Generation Inc. will not change the monthly dues rate during such initial twelve (12) month period.~~

PROJECT-GENERATION INC.

3. TERMINATION OR CANCELLATION:

(a) **Additional Rights to Cancellation.** Once membership has ended, you will no longer be entitled to direct access of specialized programs from Project-Generation Inc.. You may keep your membership card and should you attempt to use Project-Generation Inc., specialized/multi-level access will be refused. (3) Written notice of cancellation setting forth the reason for cancellation under this section shall be delivered in person or sent by certified or registered United States mail to Project-Generation Inc. at the address in this Agreement. If your cancellation is due to a physical disability, written verification from a licensed physician must accompany your notice of cancellation. All monies, excluding the initiation fee, paid pursuant to this Agreement canceled for any of the above reasons shall be refunded within fifteen (15) days of receipt of such notice of cancellation; provided that, Project-Generation Inc. may (A) retain the expenses incurred and the portion of the total price representing the services used or completed; and (B) demand the reasonable cost of goods and services which you have consumed or wish to retain after cancellation of this Agreement.

(b) **Cancellation by Member.** You may cancel your membership at any time after the paid commitment period indicated on the front of this Agreement, by giving Project-Generation Inc. within thirty (30) days advance written or emailed notice. Such cancellation shall be **deemed effective on the first day of the calendar month following the expiration of the 30-day notice period** and all outstanding dues and charges have been paid to Project-Generation Inc... You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. If you prepaid your membership dues or other charges and are eligible to cancel your membership before the end of the prepaid period, Project-Generation Inc. will refund prepaid amounts only for unused membership time. Any amounts due by you will be deducted from any refund due to you. If you cancel during your paid commitment period, you will remain responsible for paying dues for the remaining commitment period. Until you provide written notice of cancellation as stated above and make all outstanding payments, you will continue to be charged monthly dues until selected amount is paid in total.

(c) **Cancellation by the Project-Generation Inc.** Project-Generation Inc. may suspend or cancel your membership at any time for (1) failure to pay your monthly dues and other charges when due; (2) any other breach of this Agreement; or (3) any violation of the Guidelines or other rules and regulations of the Project-Generation Inc./ Project-Generation Inc. does not hold the right to cancel your membership at any time without cause. You will remain liable for payment of dues and other charges for periods prior

to the effective date of cancellation. No refunds shall be made for membership dues and other charges except as specifically provided for in this Agreement. If your membership is terminated for cause or liable reasons, Project-Generation Inc. board of directors will reserve the right to retain the unused portion of any prepaid amounts made by you or your guardian.

4. **GUIDELINES, RULES, AND REGULATIONS:** You agree to abide by the attached Project-Generation Inc. Guidelines, and all rules and regulations of the Project-Generation Inc., as the same may be amended from time to time at the Project-Generation Inc. 's sole discretion. Any member who, in the sole determination of the Project-Generation Inc., violates the Project-Generation Inc. 's Guidelines, rules or regulations, or is loud, offensive, uses profanity, harasses, is bothersome to other members, residents, guests or employees or otherwise behaves in an inappropriate or unbecoming manner, may be suspended, or terminated by the Project-Generation Inc...
5. **MEMBER'S HEALTH WARRANTY:** You represent that you are working towards good health, and You assume full responsibility for your use of Project-Generation Inc. Health related Facilities and shall indemnify the Project-Generation Inc., its affiliates, agents, and employees, against all liability arising out of your use of the Project-Generation Inc... A physical exam by your physician is recommended before commencing any exercise program and especially if you are under the age of 15 Years, pregnant, or unaccustomed to physical exertion.
6. **OPERATING HOURS & FACILITIES:** Details of Project-Generation Inc. 's current opening hours and facilities are displayed on Project-Generation Inc. website. We may sometimes need to change opening hours or facilities available. If we need to do this we will, where reasonably possible, display notices in Project-Generation Inc. notifying you of the change at least one week beforehand. Please note that membership of Project-Generation Inc. is not limited to one area or facility only and therefore no cancellation of this contract or refund will be due because of this closure. Project-Generation Inc. will also be closed all day on Christmas Day, first day of Abib, New Year's Day, Good Friday, and Easter Sunday and will close early for the staff Holiday Event for which no refund will be due.
7. **DAMAGE TO PROPERTY:** You understand and agree that Project-Generation Inc. is not liable for loss, damage, or theft of your personal property or that of your guests while in or on the Project-Generation Inc... You shall be responsible for all damage to any Project-Generation Inc. property caused by you, your guests, or your dependent children.
8. **INDEPENDENT CONTRACTORS or 3rd Party:** Periodically throughout operating Project-Generation Inc. will make available to you and your guests the services of independent contractors and external partners. Project-Generation Inc. shall warrant or guarantee the quality of these services; however, we do not guarantee that these services will remain available to you or your guests for any period, and hereby disclaims all liability arising out of such services.
9. **SEVERABILITY.** If any provision or any part of any provision of this Agreement is held unenforceable, such provision or portion thereof, shall be severed from this Agreement, and such unenforceability shall not affect the other provisions of this Agreement.
10. **NOTICES:** Please remember to inform Project-Generation Inc. administration of any address or payment changes. Any notice given under this Agreement, shall be considered delivered when mailed to your address listed on the front of this Agreement or as later changed by written notice to the Project-Generation Inc... Any notice you send to Project-Generation Inc. shall be considered delivered only when received by the Project-Generation Inc.
11. Project-Generation Inc. may assign this Agreement in its sole discretion. Membership of Project-Generation Inc. is personal to you, and you must not loan your membership card to anyone or permit it to be used by anyone other than you. The breach of this clause incurs the summary cancellation of your membership, and you will not be entitled to any refund.
12. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any discussions, offers, proposals, agreements or promises with respect thereto. This Agreement may be modified only by a written amendment signed by you and the Executive Director of Project-Generation Inc... Employees are not authorized to make any independent agreement.
13. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. All actions arising under this Agreement shall be exclusively brought in a state or federal court in the State of Florida.

Questions? Comments?

Contact: De'Andre Washington Questions? Comments?

Contact: Chief Executive Officer (& HR Lead)

(941) 277-3264 or pgusa.humanresources@gmail.com

14. PRIVACY POLICY: This privacy policy ("Privacy Policy") describes how we translate collected meta data (which may include personal information) we collect about you offline and through our digital properties ("Site(s)") when: you create an account, make a reservation, request support, chat, send us a message, or otherwise communicate or interact with us via our websites or app, when you apply, register, inquire about or participate in our school, camps, training programs, competitions or events, and any additional products or services association with your participation, when you buy a ticket or other merchandise from us online or onsite, when you view or interact with content on our online channels, including online trainings and coaching.

We work closely with our affiliates that are part of The Resolution Project & The United Nations Friendship Foundation to expand our service reach, market to you and to provide a cutting-edge service delivery experience across different countries. As such we receive from such affiliates, the following personal information such as name, email, phone number, address, sport or academic information (GPA, position, sport metrics, school/team affiliation), family information (parent /guardian), and coach.

We work closely with third parties and may receive personal information about you from them, such as: technology, customer support service partners, and other service providers (to provide our services to you), fraud and cybersecurity companies (that protect our Services and information from fraud or other cyber threats) event registration companies and venue providers (that enable you to register for our events, academies, camps, etc., and host events and provide various marketing, advertising, customer support, and security services related to events), cookies and similar tracking technologies.

Some of our key partners, who we will soon receive data from (and may share some data with, see "DISCLOSURE OF PERSONAL INFORMATION" section in bylaws) include:

- MCR Health Services, Blake Trauma Hospital & Ramos Center of Pain and Medicine Intervention, our prospect medical partners.
- Michael Johnson Performance & Kitman Labs and other sports science technology companies, who we work with to analyze and track performance data
- Leagues, Colleges and Universities, Conferences, and Governing Bodies, who we work with around the world.
- E-commerce platforms and services, which provide merchandise.
- Recruiting service providers.
- Media and digital content partners.
- Partners and Sponsors.

15. WEB SERVICE COOKIES : We and trusted third parties use cookies and similar technologies on the Site to collect and process personal information. For more information, please see our [Cookie Notice](#) by interacting with the cookie banner on our Site and viewing "Cookie Settings."

Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Like many websites, our Sites are not currently able to respond to these "do-not-track" signals. To learn more about "do-not-track" signals, you can visit <http://www.allaboutdnt.com/>.

16. OPT INTO OR OUT OF DISTRIBUTION ON PERSONAL INFORMATION: We share personal information about you with sponsors, vendors, Endeavor, technology partners, and third-party advertising networks (as discussed above in the "INFORMATION WE COLLECT AND HOW WE USE IT" section).

You may opt out of the sale of personal information about you by clicking on the Do Not Sell My Personal Information link on the appropriate Site or text [941-254-1885](tel:941-254-1885). You will be asked to provide certain information to us in order to exercise this option so we can verify your identity and locate your records with us.

If you are a 13-16 years old, you may opt in to the sale of personal information, including by submitting a request through this [webform](#).

Please note if do not provide us with certain information, we are unable to provide you with certain corresponding Services.

Questions? Comments?

Contact: *De'Andre Washington* **Questions? Comments?**

Contact: *Chief Executive Officer (& HR Lead)*

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