

Sports Excite
Terms and Conditions

This AGREEMENT of the terms and conditions (referred to therein as the "Terms"), is entered between Yong Chien Hao Ray trading as SPORTS EXCITE, a sole-proprietorship registered in Singapore under registration number UEN53382287D and conducting business at Tampines street 12 block 156 #07-23, Singapore 521156, here below named "SPORTS EXCITE", also representing the trade name of "SINGAFIT".

And the "Client", the legal representative of the child.

...Any participation in this service will constitute acceptance of this agreement.

1. ACKNOWLEDGEMENT

- 1.1. The Client shall acknowledge that SPORTS EXCITE is the sole organizer of any camps/session/event/activity.
- 1.2. The Client shall acknowledge and agree to any limitation of liability under section 4, even though SPORTS EXCITE holds responsibility in the event of accident and damage caused.

2. ATTENDING KIDS CAMP SESSION

- 2.1. The Client shall ensure that his/her child is properly attired at every session/event/activity with comfortable, safe and fitting sports attire, gear and shoes, with regards to the nature of the session/event/activity.
- 2.2. The Client shall ensure that his/her child is medically fit to attend every session/event/activity and shall be obliged to seek all medical advice/clearance necessary, from approved and recognized medical institute/clinic/doctors/practitioners, before attending any and all session/event/activity.
- 2.3. The Client warrants and represents that his/her child has no disability, impairment, or ailment preventing him /her from engaging/participating/assisting in active or passive exercise, or that will be detrimental or adverse to his/her health, safety, or physical condition if he/she does so engage/participate/assist in the camp.
- 2.4. If in the circumstances in which the child does have visible/noticeable conditions such as disability, impairment of certain senses, not referring to ailment/illness/sickness, but decides that he/she would like to engage/participate/assist in the session/event/activity, a written document or a recordable documentation, be it (voice calls, verbal recording, text messages, etc.), must be given by the Client to approve the involvement of his/her child. Verbal, agreements could be done via a present or understood presence of a witness that is acknowledged by both parties.
- 2.5. Camp session may take place indoors or outdoors, depending on the type of training planned for that relevant session/event/activity. In the event that any session/event/activity cannot commence due to circumstances beyond the control

of SPORTS EXCITE and its' trainers, the camp session may be cancelled on the discretion of SPORTS EXCITE and/or its' trainers.

2.5.1. These circumstances will be acknowledged such as:

- Weather conditions
- Unforeseen/Uninformed closure of session/event/activity site
- Disruption in facility locations

3. GRANT OF RIGHTS AND PERSONAL DATA

- 3.1. SPORTS EXCITE shall be entitled to take pictures of and/or film (picture and sound) (hereinafter collectively referred to as "Material") of all Camp Sessions and the Client's use of its' training facilities and services.
- 3.2. The Client hereby irrevocably grants SPORTS EXCITE the right to use, reproduce, copy, publish and make such Material available to the public.
- 3.3. SPORTS EXCITE shall assume anonymity of the Client and his/her child in which their personal information shall not be distributed and/or published without the acknowledgement and Approval of the Client. In this regard, the Client still irrevocably grants SPORTS EXCITE the right to use, reproduce, copy, publish and make Materials available to public.
- 3.4. The Client hereby grants SPORTS EXCITE the permission to use Material collect through its' session/event/activities the right to use, reproduce, copy, publish and make Materials available to public, indefinitely.

4. LIMITATION OF LIABILITY

- 4.1. The Client understands that in participating in the Camp, in the form of a session/event/activity, and the use and presence of training/sports/coaching equipment, presents some form of unavoidable risk of injury, especially to people who have/had existing or unknown injuries, illness or medical disabilities. The Client hereby releases SPORTS EXCITE from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/ lower back/ foot injuries, head/ neck injuries and any other illness or injury however caused during or after any Camp session/event/activity. Excluding those resulting from acts of passive or active negligence on the part of SPORTS EXCITE.
- 4.2. The Client specifically agrees that SPORTS EXCITE shall not be liable and held responsible for the loss, damage or theft of any articles at SPORTS EXCITE premises and agrees that all items stored at SPORTS EXCITE premises is solely at the Client's risk.
- 4.3. SPORTS EXCITE shall be under no liability whatsoever where this arises from a reason beyond its reasonable control or from an act or default of a third party, including but not limited to any other SPORTS EXCITE client.

- 4.4. In no event shall SPORTS EXCITE be liable for any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss were reasonably foreseeable or SPORTS EXCITE had been advised of the possibility of the Client incurring the same.
- 4.5. SPORTS EXCITE'S maximum and cumulative total liability (including any liability for acts and omissions of its employees, agents, and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under the Contract, shall not exceed 20% of the fees payable under this Agreement.
- 4.6. This Agreement will be in place of the duration of the service that is provided by SPORTS EXCITE and/or engaged by the Client. SPORTS EXCITE will not be liable for any or all medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/ lower back/ foot injuries, head/ neck injuries, and any other illness or injury, once the service has ended.

5. MISCELLANEOUS

- 5.1. Neither Party shall be deemed to have waived any right under this Agreement or Individual Agreement, unless such Party shall have delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No delay or omission in the exercise of any power or remedy shall be construed to be a waiver of any default or acquiescence therein.
- 5.2. No variation or amendment of this Agreement or verbal promise or commitment related to the same shall be valid unless committed to writing and signed by or on behalf of both parties.
- 5.3. The Client undertakes throughout the term not to assign, charge or otherwise deal with this Agreement in any way without the prior written consent of SPORTS EXCITE. SPORTS EXCITE shall be entitled to assign, charge or otherwise deal with this Agreement without the Client's consent.
- 5.4. If any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any whatsoever by a court of competent jurisdiction, the illegality, invalidity or enforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

5.5. SPORTS EXCITE reserve the right to edit, amend, change and correct the Terms, without the need to inform, acknowledgement, and receive consent of any Parties. Edited, amended, changed and corrected Terms will not apply to current and on-going Clients of SPORTS EXCITE.

6. APPLICABLE LAW

6.1. This Agreement shall be governed by the laws of the Republic of Singapore. The Parties submit to the exclusive jurisdiction of the Courts of Singapore. IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year above written.