

DOUBLE PLAY, LLC  
CLUB MEMBERSHIP

Prepared For Parent Name: \_\_\_\_\_

Player Name : \_\_\_\_\_

Prepared By: BOMBERS

**MEMBERSHIP AGREEMENT**

This membership agreement (hereinafter referred to as the "Agreement") is made and shall be effective as of **November 30th, 2022** (hereinafter referred to as effective date).

By and between DOUBLE PLAY, LLC (hereinafter referred to as facility) located at **423 Citrus Tower BLVD Clermont, FL 34711**, and \_\_\_\_\_ (hereinafter referred to as "member").

DOUBLE PLAY, LLC and the Member are collectively referred to as the "Parties" and individually as a "Party".

The Club offers team tournaments and practices. Members may participate based on membership plans acquired.

**MEMBER DETAILS**

- Name \_\_\_\_\_
- Address \_\_\_\_\_
- Date of Birth \_\_\_\_\_
- Phone Number \_\_\_\_\_
- Email Address \_\_\_\_\_

**TERMS AND CONDITIONS**

The following terms and conditions shall define and govern the relevant aspects of this agreement.

## MEMBER ACCESS

This agreement entitles players access to the Club as long as dues are paid in advance to the Club per their selected membership agreement plan.

- Tournaments
- Field Practices
- Hitting/Pitching
- Pitch Machine
- Conditioning
- Coaching

## MEMBERSHIP FEES

The Member has opted for the **Bombers Club** membership and has to pay an amount of **\$200.00 plus taxes and fees every month for 7 months, beginning December 10th, 2022 and ending June 10th, 2022, or has option to pay in the full amount of \$1,400.00, plus taxes and fees** (hereinafter referred to as "Fee) to avail the Club of DOUBLE PLAY, LLC.

## TERM

The membership shall commence on the date of **November 30th, 2022** (hereinafter referred to as "Commencement Date") and shall continue till the Member pays the fee on time or until it is terminated by either Party.

## RIGHT TO CANCELLATION

To cancel their Club membership the member has to inform DOUBLE PLAY, LLC in writing within 7 days after signing this agreement. If the agreement is canceled within 7 days the club member will not be billed December, 10th, 2022.

If a club member cancels at any point during the 7th month period no refunds will be provided for previous months that services were provided. Club members must cancel no less than 7 days of the month services are to be rendered.

## MEMBERSHIP FREEZE POLICY

The member may freeze their club membership for 1 month due to unexpected injuries if the player will be returning at a later date.

## TERMINATION

The club member may terminate this agreement upon 7 days prior written notice to DOUBLE PLAY, LLC.

This agreement may also be immediately terminated in the event there is a breach of the terms of this agreement by either party. This agreement shall also terminate upon death of the member, or because of significant physical or medical disability for a period in excess of 1 month.

If the member has prepaid club membership fees for a specific number of months DOUBLE PLAY, LLC shall refund any remaining balance to the member, after deducting the outstanding amount owed by the member, within 15 days after the date of termination.

## **ASSUMPTION OF RISK AND POTENTIAL LIABILITY**

The club member acknowledges and agrees that there are risks involved with any fitness and physical activity, the use of equipment, and participation in programs, and such risks may include the risk of serious bodily injury or death.

By signing this agreement, the member knowingly and voluntarily assumes all risks of liability, loss, illness, death or injury caused out of any use of the facility or participation in any activities by the member.

## **LOST GOODS**

DOUBLE PLAY, LLC takes no responsibility for lost or stolen goods. Lost and found goods not claimed after 30 days will be donated to charity or thrown away.

## **DAMAGES**

The member shall pay for any damages it incurs to the equipment, which results from the poor conduct of the member or its guests. DOUBLE PLAY, LLC is not responsible for damages incurred to the club members equipment.

## **RULES AND RESPONSIBILITIES**

1. All members and Guests shall abide by all safety guidelines and regulations as set forth by the club while using equipment or services.
2. The member agrees that the member shall abide by the club dress code at all times.
  - Cleats/Turf shoes will depend on the facility used.
  - Batting helmets must be worn in when appropriate at all times
  - Protective cups will be worn at all practices and tournaments.
3. Consumption of drugs, alcohol, tobacco, vapes or similar addictive substances are strictly prohibited in the facility.
4. Breaking into fights that involve physical injury shall not be permitted at any cost and will result in suspension or termination of membership.
5. Members are expected to update their membership status and payment method on a monthly or yearly basis.
6. Players must arrive at practice on time and must be picked up within 15 minutes of practices ending.

## **ARBITRATION**

In the event of any dispute arising in and out of this agreement between the parties, it shall be resolved in arbitration.

**MISCELLANEOUS**

1. Indemnification. The club member must indemnify the club harmless of any and all claims, loss, injury or damages without limitation, as the membership shall be serving as a liability release for the member.
2. Binding. This agreement shall be considered binding upon the Member and Club. Any and all legal proceedings in lieu of the agreement shall be resolved by jurisdiction laws of the state of Florida.
3. Notices. Any and all notices, apart from cancellation notice can be made to the Parties through certified mailing address as mentioned in the agreement. Any additional addresses shall be notified to the Parties in writing and in person.
4. Governing Law. This agreement herein shall be governed and interpreted in accordance with the laws of Florida
5. Entirety. This agreement and other annexures, therefore, constitute the entire agreement between the Parties with respect to the matter of subject hereof and thus, superseded all prior agreements, purchases, understandings, and negotiations, written or phonated, between the parties.

**ACCEPTANCE AND SIGNATURE**

This agreement is agreed to by DOUBLE PLAY, LLC and the undersigned member who have signed this agreement below.

Parent Name \_\_\_\_\_

Signature \_\_\_\_\_

Player Name \_\_\_\_\_

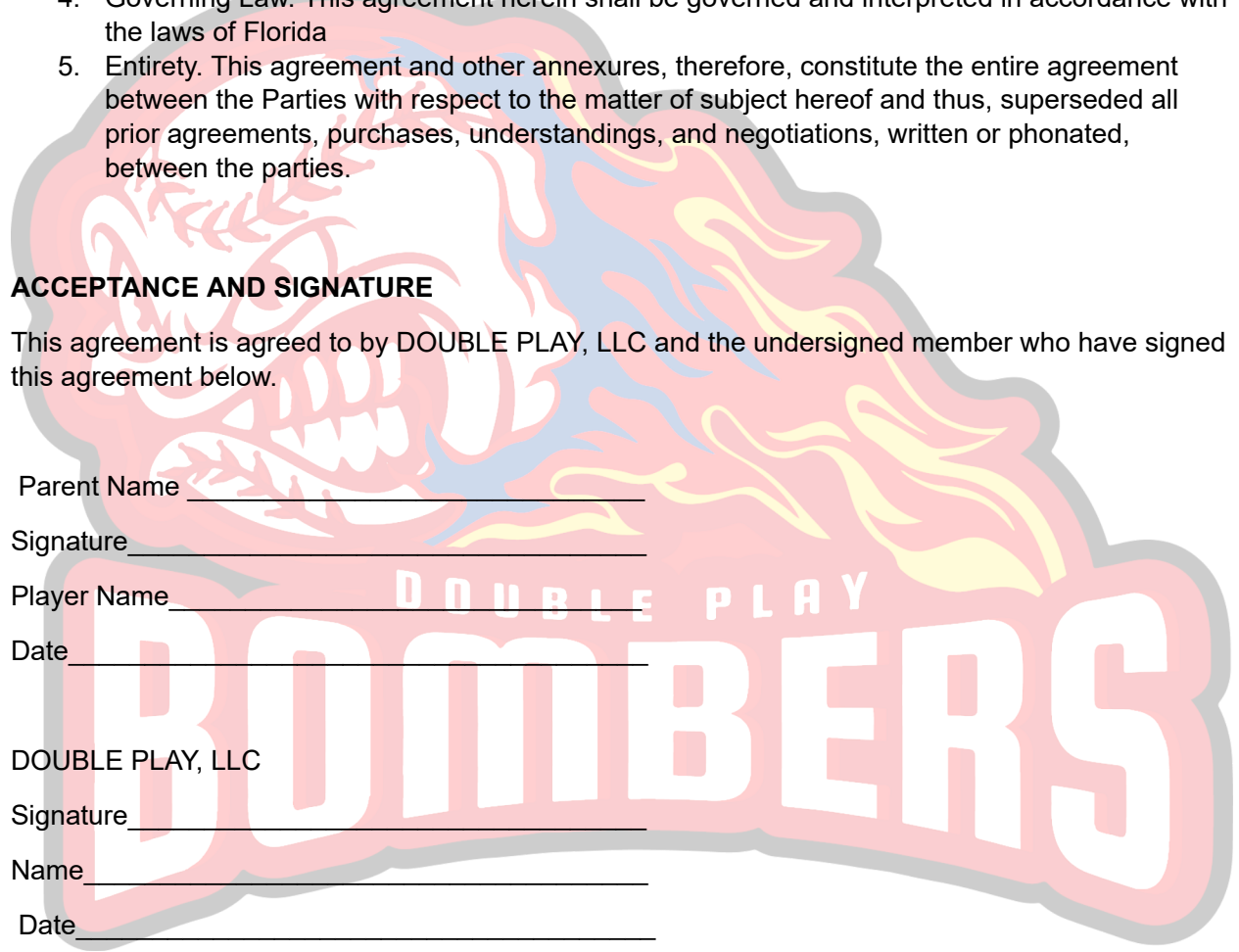
Date \_\_\_\_\_

DOUBLE PLAY, LLC

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_



\*\*\*\*\*THANK YOU\*\*\*\*\*