

# Dalton Bolon Enterprises LLC – Terms & Conditions, Liability Waiver & Release of Claims

*(Psycho Hoopz App & Training Programs)*

By creating an account, purchasing, accessing, or using the Psycho Hoopz app, training programs, digital content, or any services provided by or licensed through **Dalton Bolon Enterprises LLC**, you acknowledge that you have read, understood, and **agree to be legally bound by the following Terms & Conditions**.

If you do not agree, **do not sign up, purchase, or participate**.

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## 1. Acknowledgment of Risks

You understand and acknowledge that participation in basketball training, strength and conditioning, drills, workouts, physical activity, events, or related programming offered through the Psycho Hoopz app involves **inherent and significant risks**, including but not limited to:

- Sprains, strains, fractures
- Concussions and head injuries
- Overexertion, dehydration, heat illness
- Collisions or contact with others
- Equipment misuse or failure
- Risks associated with third-party facilities or locations

You understand these risks may result in **serious injury, permanent disability, or death**, and you voluntarily choose to participate.

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## 2. Assumption of Risk

You voluntarily assume **all known and unknown risks**, whether foreseeable or unforeseeable, associated with participation in any Psycho Hoopz training, workouts, programs, challenges, or events, **even if arising from the negligence** of Dalton Bolon Enterprises LLC or any released party.

You acknowledge that no amount of instruction, supervision, or safety measures can eliminate all risks.

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### 3. Release, Waiver, and Discharge of Liability

To the fullest extent permitted by law, you hereby **release, waive, discharge, and covenant not to sue**:

- Dalton Bolon Enterprises LLC
- Dalton Bolon (individually and as owner)
- The Psycho Hoopz brand and app
- All owners, officers, directors, employees, trainers, contractors, agents, volunteers
- All business partners, event hosts, facility owners, landlords, sponsors
- Any affiliated, successor, or related entities

From **any and all claims**, including but not limited to claims for **negligence, personal injury, illness, medical events, property damage, emotional distress, or wrongful death**, arising from or related to participation in Psycho Hoopz programs or use of the app.

This release applies to incidents occurring **during training, travel to or from activities, use of equipment, or use of third-party facilities**.

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### 4. Indemnification & Hold Harmless

You agree to **indemnify, defend, and hold harmless** all released parties from any and all claims, demands, damages, losses, liabilities, attorney's fees, and costs arising out of or related to:

- Your participation (or your child's participation)
- Your violation of these Terms
- Claims brought by third parties

If you are enrolling a minor, this obligation extends to **any claims brought now or in the future on behalf of the minor.**

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## 5. Medical Certification & Emergency Authorization

You certify that you (or your child) are **physically capable** of participating and have disclosed any relevant medical conditions.

You authorize Dalton Bolon Enterprises LLC and its representatives to **seek emergency medical treatment** if deemed necessary. You acknowledge that **all medical expenses are your sole responsibility**, and you waive any claims related to emergency response or medical decisions.

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## 6. Third-Party Facilities & Locations

You acknowledge that training or activities may occur at **gyms, parks, schools, community centers, private facilities, or other third-party locations.**

Dalton Bolon Enterprises LLC assumes **no responsibility** for conditions, hazards, or incidents at such locations.

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## 7. Equipment Use & Responsibility

You agree to use all training equipment **only as instructed** and acknowledge that improper use may cause injury.

You accept **financial responsibility for any damage** caused by misuse of equipment.

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## 8. Media Release (Optional)

Unless you opt out, you grant Dalton Bolon Enterprises LLC the right to **record, photograph, or use your or your child's likeness**, voice, or image for marketing, educational, or promotional purposes **without compensation**.

You may opt out of media usage by contacting support or selecting an opt-out option if available.

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## 9. Arbitration Agreement

Any dispute, claim, or controversy arising out of or relating to participation in Psycho Hoopz programs or use of the app shall be resolved **exclusively through binding arbitration** administered by the **American Arbitration Association (AAA)**.

You knowingly waive the right to:

- A jury trial
  - Participation in class actions or representative lawsuits
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## 10. Governing Law & Venue

These Terms are governed by the laws of the **State of South Carolina**.

Any arbitration or legal proceeding shall take place **exclusively in Charleston County, South Carolina**.

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## 11. Communicable Disease Waiver

You acknowledge the risk of exposure to **COVID-19 and other communicable diseases** and voluntarily assume all such risks.

You release all listed parties from claims related to **infection, illness, medical costs, disability, or death** associated with communicable diseases.

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## 12. High-Intensity Training Acknowledgment

You acknowledge that Psycho Hoopz programming may include **high-intensity and advanced athletic training**, including plyometrics, agility drills, conditioning, and skill development.

You voluntarily assume all risks related to **fatigue, physical limitations, improper technique, or exertion**.

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## 13. Minors & Parental Consent

If you are registering a minor, you confirm that:

- You are the minor's legal parent or guardian
  - You consent on the minor's behalf
  - You agree to all waivers, releases, indemnification, arbitration, and venue provisions
  - These Terms legally bind **both you and the minor**
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## 14. Electronic Acceptance & Binding Agreement

By clicking "**Accept,**" "**Agree,**" "**Purchase,**" or creating an account, you acknowledge that:

- You have read and fully understand these Terms
- You voluntarily agree to be legally bound
- This agreement has the **same legal effect as a signed written contract**
- You are waiving substantial legal rights