

The following terms ("Terms of Use") constitute an agreement between The Inner Athlete, LLC. ("TIA"), and you that governs your use of this website and all of its associated services, content, and functionality. This policy applies to the website administered by TIA ("Website"), located at <http://innerathletenj.com>.

Your use of the Website constitutes your acceptance of, and agreement to, the following Terms of Use. TIA reserves the right to modify, alter, amend or update its Website, policies and these Terms of Use. These Terms of Use are subject to change without notice. If you do not agree with or do not accept any part of these Terms of Use, you must not use the Website.

PURCHASE POLICIES

TIA offers summer camp programs; however, all registrations for summer camp must be made through TIA's application process. Details for camp registration and all related camp policies may be found at www.innerathletenj.com.

Through the Website, you may purchase registrations for classes and school break camps (collectively the "Class(es)") hosted by TIA. All Class purchases are governed by these policies. All enrolled students are referred to herein as "Athletes."

If you have a discount code, only one discount can be used per child.

General Participation Policies Policies for all TIA activities

- Guardians of participants in any TIA class, camp, or party must sign in and have completed a signed waiver (electronic or paper) prior to entering and engaging in activities.
- In the best interest of all participants of any Rookie or Lil' Sport class, there is a limit of one adult per child in the field area. If more than one adult is present, we ask that they kindly watch from our 'dugout.'
- No food or beverages (besides water) is permitted on field. We are a nut-free facility and all nut products are prohibited on premises.
- We highly encourage that photography is limited during all TIA programs. We ask that adults respect and are sensitive to others privacy. Photography posted on social media or reproduced in anyway should only features your child(ren).
- Please keep sick children at home. We reserve the right refuse entry or send child home with guardian at our discretion.
- Up to date immunization records must be submitted for any drop off camp or class
- TIA is a nut free facility

Class Refund and Cancellation Policies

Refunds on Classes are only given if cancellation of service is made within 24 hours of purchase.

For Summer Camp: You may request a refund, less the non-refundable deposit, if you notify TIA in writing by May 1st. Between May 2 and June 1, 50% of the tuition, less the non-refundable deposit, will be issued if you notify TIA in writing. NO REFUNDS will be issued if cancellation occurs after June 1st. All deposits are non-refundable.

For Birthday Parties: A \$100 non-refundable deposit and completed contract is required to book a birthday party. The deposit will be applied to the balance of the party. If you need to cancel a birthday party, the deposit will not be returned. Dates or times cannot be changed.

Modifications of Scheduled Activities

Upon completion of registration for all Classes, summer camps, or birthday parties, no changes may be made to the registration. This includes changes to the type of registration, dates, and times.

Makeups and Class Cancellations

Athletes are permitted to makeup two makeup classes for 12-18 week sessions and one make up class for 4-11 week sessions. Makeups are only given if the client has cancelled by 8pm for morning classes and at least 4-hours prior for afternoon classes. No shows and cancellations that do not follow these guidelines will not be given a makeup class. Athletes permitted a makeup can reschedule for another class by emailing info@innerathletenj.com and only when space is available. Make-ups will only be scheduled during the current season and cannot be used towards any other service. If season is pro-rated, the appropriate makeup amount will be given. If class is cancelled due to inclement weather, all registrants will receive a make-up class. Scheduled dates and times of service may not be switched unless authorized by TIA management. No makeups are available for school break camps or summer camps.

PRIVACY POLICY

What Personal Information Does the Website Collect and How Is This Personal Information Used?

The Website may receive and store information that you voluntarily submit through the Website for the purpose of subscribing to the Website to receive newsletters, making purchases, enrolling in the Membership Site, or for the purpose of leaving comments on blog posts.

The Website may receive and store certain types of usage-related information when you interact with the Website, including, but not limited to, your computer's IP address and browser information. The information we collect is used to customize the content and/or layout of our page for each individual visitor.

The Website uses Google Analytics to track statistics regarding our audience and Website traffic. No personally identifiable information is transferred from the Website to Google Analytics. [For more information on Google's Analytics privacy policies, please visit this site.](#)

The Website uses cookies to store visitors' preferences, record user-specific information on what pages users access or visit, ensure that visitors are not repeatedly sent the same banner ads, customize Website content based on visitors' browser type or other information that the visitor sends. Cookies may also be used by third-party services, such as Google Analytics, as described above.

The Website uses Stripe to service its ecommerce platform. Personal information, such as name, address, phone number, and email address, is collected for purposes of client communication for order fulfillment.

The Website uses Sawyer to service aspects of its online registration process. Personal information, such as name, address, phone number, email address, and child's name, may be collected for purposes of communication and processing.

From time to time, the Website may engage in remarketing efforts with third-party companies, such as Google, Facebook, or Instagram, in order to market the Website. These companies use cookies to serve ads based on someone's past visits to the Website. At any time, you may opt out of Google Ads by modifying your Google Ad settings.

Third-Party Use of Personal Information

As discussed above, the Website uses Stripe for its ecommerce platform. All personal information entered into Stripe will be subject to [Stripe's Privacy Policy](#).

As discussed above, the Website uses Sawyer for its online Class registration. All personal information entered into Sawyer will be subject to [Sawyer's Privacy Policy](#).

At this time, your personal information is not shared with any other third-party applications. If a new service provider is engaged, these terms will be amended accordingly.

Will the Website Share the Personal Information It Collects?

Except when required by law, the Website will not sell, distribute, or reveal users' email addresses or other personal information without their consent.

TIA may disclose or transfer personal information collected through the Website to third parties who acquire all or a portion of our business, which may be the result of a merger, consolidation, or purchase of all or a portion of our assets, or in connection with any bankruptcy or reorganization proceeding brought by or against us.

Modification or Deletion of Personal Information

You can decline to submit personal information at any time. If you decline, TIA may not be able to continue to provide service to you. You may request deletion of your personal information by sending an email to info@innerathletenj.com but in some cases, we may be required to keep your information by law. In such a case, it would no longer be active and would be kept separately in an archive.

CHILDREN'S INFORMATION

The Website does not knowingly collect any personally identifiable information from children under the age of 13. Any information entered regarding a child is processed through the child's parent or guardian. If a parent or guardian believes that the Website has personally-identifiable information of a child under the age of 13 in its database the, please contact us immediately at info@innerathletenj.com and TIA will use its best efforts to promptly remove such information from our records.

CERTIFICATIONS

TIA owner, Lisa Hantman, has a Masters Degree in Physical Education and Healthy.

GENERAL DISCLAIMER

TIA has made every effort to ensure that all information on the Website have been tested for accuracy. TIA makes no guarantees regarding the results that you will see from using the information provided on the Website.

ADDITIONAL LIABILITY WAIVERS AND DISCLAIMERS MAY BE REQUIRED

Prior to attending any activities, including Classes, summer camp, or birthday parties, all parents/guardians will be required to review and sign additional liability waivers and disclaimers. The information contained herein pertains only to the information published on the Website.

FITNESS CONTENT DISCLAIMER

The Website may discuss topics related to children's health and fitness, and may include information on exercise and sports. Everything provided on the Website is for informational purposes only. Consult a physician or medical professional before enrolling your child in any fitness program. Any form of exercise poses inherent risk of injury and by voluntarily engaging in any exercise or workout presented on the Website, you assume the risk of any potential injury that may result.

The information provided on the Website is provided "as is" without any representations or warranties, express or implied. The Website makes no representations or warranties in relation to the health and fitness topics discussed.

The Website disclaims liability for incidental or consequential damages and assumes no responsibility or liability for any loss or damage suffered by any person as a result of use of the information provided on the Website. The Website assumes or undertakes no liability for any loss or damage suffered as a result of the use of any information found on the Website.

YOUR RESPONSIBILITY

The Website was developed strictly for informational purposes. You understand and agree that you are fully responsible for your use of the information provided on the Website. TIA makes no representations, warranties or guarantees. You understand that results may vary from person to person. TIA assumes no responsibility for errors or omissions that may appear in the Website.

USE OF THE WEBSITE

Unless otherwise stated, TIA owns the intellectual property and rights to all content and material on the Website. Subject to the license below, all intellectual property rights are reserved.

You may view, download (for caching purposes only), and print pages for your personal use, subject to the restrictions set out below and elsewhere in these Terms of Use.

The following uses are not permitted:

- Republication of content from the Website, unless content is specifically and expressly made available for republication;
- Sale, rental or sub-license of any content from the Website;
- Reproduction or duplication of any content on the Website for commercial purposes;
- Modification of any content on this website, unless content is specifically and

- expressly made available for modification;
- Redistribution of content of the Website, unless content is specifically and expressly made available for redistribution. Users are permitted to share content on social media channels, as long as a link to the Website is included.

From time to time, the Website will utilize various plugins or widgets to allow sharing of content via social media channels, email or other methods. Use of these plugins or widgets does not constitute any waiver of TIA's intellectual property rights. Such use is a limited license to republish the content on the approved social media channels, with full credit to TIA.

You must not use the Website in a way that causes, or may cause, damage to the Website or impair the availability of access to the Website. You must not decompile, reverse engineer, disassemble or otherwise reduce the Website, except to the extent that such activity is expressly permitted by applicable law. You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit and/or other harmful code or malicious software.

You must not conduct any systematic or automated data collection activities, including, but not limited to scraping, data mining, data extraction or data harvesting on or in relation to the Website without TIA's express written permission.

You must not use the Website to transmit or send any unsolicited commercial communications.

You must not use the Website for any third-party marketing without TIA's express written permission.

COPYRIGHT

Unless otherwise noted, the design, content and all components of the Website are copyrights owned by TIA or third parties and are protected by United States and international copyright laws and should not be reused or republished without express written permission.

TRADEMARKS

TIA's trademarks and trade dress may not be used in connection with any product or service that is not TIA's, in any manner likely to cause confusion among consumers, or in any manner that disparages or discredits TIA or Lisa Hantman.

From time to time, the Website will legally utilize trademarks owned by third parties related to TIA's services. These trademarks are the respective property of their owners.

GRANT OF RIGHTS

You grant TIA a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute any content you contribute to the Website. This includes, but is not limited to, text, images, audio material, comments, video material and audio-visual material. This license extends to all known and future media. You also grant TIA the right to sub-license these rights and the right to bring an action for infringement of these rights.

CONTENT CONTRIBUTED TO THE WEBSITE

Any content you contribute to the site, including, but not limited to text, images,

audio material, comments, video material and audio-visual material, must not be illegal or unlawful, may not infringe on any third-party's legal rights, and must not be capable of giving rise to legal action whether against you or TIA or a third party.

TIA reserves the right to edit or remove: (i) any material submitted to the Website; (ii) stored on TIA's servers; or, (iii) hosted or published on the Website. TIA takes no responsibility and assumes no liability for any content posted by you or any third party.

Notwithstanding TIA's rights under the Terms of Use, TIA does not undertake to monitor the submission of all content to, or the publication of such content on, the Website.

COMMUNICATION

If you send TIA an email, register to use the Website or provide your email to TIA in any other way, you consent to receive communications from TIA electronically. You agree that all legal notices provided via electronic means from TIA satisfy any requirement for written notice.

TAKEDOWN REQUESTS

The parent or guardian of all children featured in photographs on the Website have signed a likeness release allowing TIA to display the photographs in our marketing materials. If you believe a photograph on the Website is not authorized, please email info@innerathletej.com with a request to remove the photograph and a TIA representative will respond within 5 business days.

THIRD PARTIES

The Website contain links to third-party websites that are not governed or controlled by TIA. You represent and warrant that you have read and agree to be bound by all applicable Terms of Use and policies for any third-party website that relates to your use of the Website. TIA assumes no control or liability over the content of any third-party sites. You expressly hold harmless TIA from any and all liability related to your use of a third-party website.

Prior to engaging in any events or commercial transactions with any third parties discovered through or linked on the Website, you must complete any necessary investigation or due diligence. If there is a dispute for any events or commercial transactions with a third party discovered through or linked on the Website, you expressly hold TIA harmless from any and all liability in any dispute.

NO WARRANTIES

The Website are provided on an "as is" and "as available" basis without any representations or warranties, expressed or implied. TIA makes no representations or warranties in relation to the Website or the information and materials provided therein.

TIA makes no warranty the Website will meet your requirements; will be available uninterrupted; timely and free of viruses or bugs; or represents the full functionality, accuracy, and reliability of the Website. TIA is not responsible to you for the loss of any content or material uploaded or transmitted through the Website. The Website is written in English and makes no warranty regarding translation or interpretation of content in any language.

LIMITATION OF LIABILITY

TIA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING LOSS OF

PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY

You agree to defend, indemnify and hold TIA, its members, employees, officers, directors, managers and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses) which TIA suffers as a result of third-party claims based on: (i) your negligence or intentional misconduct, (ii) your breach of any provision of the Terms of Use (including representation or warranty); (iii) materials prepared or provided by you including, but not limited to, any claims of infringement, or misappropriation of copyright, trademark, patent, trade secret, or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; or (iv) death, personal injury, or property damage arising out of, or relating to, your obligations hereunder.

ARBITRATION

The Terms of Use will be governed and construed in accordance with the laws of the State of New Jersey. Any controversy or claim arising out of or relating to the Terms of Use, or the breach thereof, shall be settled Sby arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of any such arbitration shall be in or near Hudson County, New Jersey. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

MISCELLANEOUS PROVISIONS

If any provision(s) of the Terms of Use is held to be invalid, illegal or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable.

The Terms of Use may not be assigned by you without TIA's prior written consent, however, the Terms of Use may be assigned by TIA in its sole discretion.

The Terms of Use are the final, complete and exclusive agreement of the parties with respect to the Website offered by TIA.

All notices with respect to the Terms of Use must be in writing and may be via email to at info@innerathletenj.com and TIA and to your email address.