

This Membership Agreement (the “Agreement”) by the Member(s) and Canofcorn LLC (dba Swing Hub) (hereinafter referred to as “Swing Hub”) accessed via www.nolaswinghub.com with a business address of 3940 Thalia Street, New Orleans, LA 70125 (the “Facility”). The Agreement shall be effective upon first payment via www.swinghub.com (the “Website”). The Website may include a link to an online booking service which may be accessed outside of the Website. Any reference to the Website in this Agreement shall include any redirection or direct access to the booking software, which may include rules and regulations regarding play, membership, and payment terms which are adopted herein by reference and may be updated at any time in the sole discretion of Swing Hub.

By accessing or using the Website or by selecting “I Accept” during the membership registration, you represent that you have read, understand, and agree to be bound by the terms and conditions of this Membership Agreement.

Nature of the Service and Payment Terms

The Member agrees to pay based upon the advertised rates at the time of enrollment. A Full Membership provides certain privileges for use of the facility and use of batting cages (“Cage Use”) at designated hours without additional charge; advantage pricing on batting cage time, lessons and clinics; and priority access to special events, all subject to availability. All reservations, including cage reservations must be cancelled 24 hours in advance, or the member will be charged the published guest rate. For optimal participation in the Cage Use, we rely on attendance or timely cancellation to allow another member/non-member use. Failure to attend the facility for Cage Use or other booked event, without timely cancelling, will also result in a charge at the published guest rate.

Yearly membership fees are valid for one year from the registration date. If paying monthly, then payments will continue for 12 monthly payments at the selected membership level at the then current monthly membership rate which may be adjusted in the sole discretion of Swing Hub. Monthly membership may be cancelled with 30 days prior notice. Annual membership is non-refundable. Annual memberships automatically renew at the end of 12 months. Monthly membership automatically renew monthly unless cancelled in advance. If signing up for a membership prior to Swing Hubs’s first open date, the end date of the membership will be one year from the open date. Partner/Spouse memberships must live in the same household. Family memberships include all children

in the same household 18 and under.

Limitations, Cancellation Policy, and Member Discounts

The FULL Membership benefits shall have access to specified “Cage Use” sessions during designated hours without additional charge subject to availability. **ALL OTHER MEMBERSHIPS ARE SUBJECT TO THE LIMITATIONS LISTED IN THE MEMBERSHIP TIER. FREE CAGE USE IS NOT INCLUDED WITH STUDENT MEMBERSHIPS OR SENIOR MEMBERSHIPS. CHILDREN YOUNGER THAN 18 NEED PARENT APPROVAL FOR CAGE USE.**

MONTHLY MEMBERSHIPS MAY BE CANCELLED WITH A 30 DAY NOTICE, UNLESS STATED OTHERWISE ON THE WEBSITE MEMBERSHIP TIER DESCRIPTION.

Swing Hub is open 7 days a week but may be closed for holidays or private events at hours published on the Website or in the sole discretion of Swing Hub. The Member shall review the rules for booking Cages online at the Website and the Member recognizes that there may be a non-refundable cancellation policy as set forth on the website. Further, the Member recognizes that the use of the Cage will be prorated by user. For example, if there are two players, the cage fee is divided by two. If there are four players, the cage fee is divided by four. The Member discount only applies to a Member. If there are four players in a cage and only one Member, the Member will pay their pro-rata share at the discounted rate and the other payers will pay full price for their pro-rata share. ALL MONTHLY MEMBERSHIPS ARE SUBJECT TO CHANGE.

Recognition and Assumption of Risk

PARTICIPATION IN BATTING CAGES OR PLAYING BASEBALL ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY. The Member recognizes that baseball and batting cages, like many sports, has an inherent risk of injury, including being hit by a ball, slipping, tripping and falling, eye injury, orthopedic injury, or other disability. The member recognizes and assumes the risk of playing baseball and using the batting cage and/or being in a Facility where baseball is being played. The Member shall at all times be vigilant to protect themselves and others from injury.

Release

If ANY Member claims injury or damage due to the actions or inactions of a third party, the Member shall waive, release and discharge Swing Hub (and its members, officers, directors, agents, subsidiaries, joint ventures and employees) and the owner of the property, ICANTSTANDTHISTOWN LLC from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such injuries.

Indemnity

MEMBER SHALL DEFEND, INDEMNIFY AND HOLD THE SWING HUB, CANOFCORN, LLC (AND ITS MEMBERS, OFFICERS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) AND THE OWNER OF THE PROPERTY, ICANSTANDTHISTOWN LLC HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY THE MEMBER OR ANY THIRD PARTY DUE TO OR ARISING OUT OF MEMBER'S ACT, OMISSION OR NEGLIGENCE OR BREACH OF THIS AGREEMENT, OR THE MEMBER'S VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY.

Code of Conduct/Terminating Membership

Baseball and batting cages are a fun and family-oriented activity. Member shall be respectful of other members and players at the Facility. Any belligerent conduct towards another player or staff may be considered the breach of the Agreement and membership may be terminated immediately upon written notice by Swing Hub. Regardless of the reason for termination, the Member shall remain responsible for any outstanding fees owed until the effective date of cancellation.

Governing Law/Arbitration Clause

This Agreement shall be construed under and governed in accordance with the laws of Louisiana without regard for conflict of laws principles and with exclusive venue in Orleans parish. Any dispute arising under this contract or related to the use of the Facility shall be resolved under the commercial arbitration rules of the American Arbitration Association in New Orleans. **SWING HUB AND MEMBER BOTH WAIVE THEIR RIGHT TO JURY TRIAL. The prevailing party shall be entitled to its attorney fees, costs of court or arbitration fees and costs.**

License to Use Images on Social Media

Member authorizes Swing Hub and its successors to capture his or her image, likeness, voice and sounds in photographs, videotapes, recordings or other forms of media ("Images"). The member acknowledges that Swing Hub will own such Images and grants permission, without compensation, to Swing Hub or any affiliated party, agent, social media or marketing company, to copyright, display, publish, distribute, use, modify, print and display such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, websites, social media and other electronic displays and transmissions thereof.

INDIVIDUAL, SPOUSAL, PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this Membership Agreement with WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward.

All such terms, statements, warranties, notices, representations, waivers, and releases fully apply to me, my spouse, or my child(ren) or ward(s) as if I was the participant. I understand that, by signing this Consent, I am recognizing certain risks and adhering to certain legal obligations both on behalf of myself, my spouse, and my child or ward regarding potential rights and claims related to Swing Hub and the Facility. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby warrant and represent that if I am neither the spouse, Child's Parent, nor legal Guardian, I have been granted the express authority to execute this Membership Agreement with waiver, release and assumption of risk by, and on behalf of, the Child's parent or guardian.

By clicking "Submit" or signing this document, I, the Facility user/participant/member, acknowledge that I have read, understand, and agree to this Agreement and every provision herein. Additionally, I acknowledge that I agree that I am responsible and expected to always review and comply with Swing Hubs' policies and rules.