

Participant agreement

Please, confirm your acceptance of this Participant Agreement, as parent/guardian or participant, accept this agreement: by clicking on the "I ACCEPT" button back on the sign-up registration form.

By signing below, you agree to all of the following terms and conditions pursuant to which Athena LLC. (from here thereon Athena), shall provide the program described in the accompanying brochure. These terms and conditions apply to the program named on Registration and Payment Form. By execution of this Participant Agreement, you are acknowledging limiting terms and conditions waiving certain rights at law that otherwise might be available to you.

Reservations:

A completed payment fee per participant, depending on the program chosen (except when otherwise noted in writing by us) and a completed Reservation Form ("Reservation Form") are required with this Participant Agreement to reserve space for the program. All prices are in USD Dollars. Except as expressly stated in the brochure, you are solely responsible for any program related costs that you incur.

Cancellation & Refund Policy:

From registration to 90 days before the start of the experience there is a cancellation fee of \$100. From 90 days to 60 days, the cancellation fee is \$1000 + Domestic flight. From 60 days onwards there is no refund.

If a player or companion is injured before the start of the Travel Experience and is unable to attend, we will only provide monetary reimbursement if a substitute is found to take his/her place.

Travel Experiences are subject to change or cancellation without notice at any time for any reason, including if the number of participants registered is insufficient to host the Program Travel Experience. Upon cancellation of Program Travel Experience by our staff, full refunds are issued within 30 days of cancellation or participants can choose to attend any of the other Program Travel Experiences based on availability. If the Program Travel Experience is cancelled, our liability is limited to a full refund of the price and we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, travel or other expense whatsoever in such circumstances. No refunds will be given if a program in progress has to be interrupted or cancelled for reasons beyond our control.

Force Majeure and Acts of God. In the event Athena is unable to perform its obligations under the terms of this agreement due to circumstances beyond its control like terrorism, a pandemic, war, labour strikes, adverse weather conditions, etc., Athena will not be liable to provide any refund for services not delivered due to such circumstances.

COVID 19. Given the extraordinary circumstances produced by the COVID 19 Pandemic, Athena will endeavour to minimize the economic impact of cancellations to our clients by offering a credit when possible. This credit might be partial depending on the costs assumed by Athena in the organization and promotion of the program. **Please note that in order to protect the interests of all participants and while the COVID 19 alert is in effect, Athena might at its sole discretion deny any refund request that falls under the above schedule.**

If forced due to the circumstances (e.g. weather conditions), Athena might change the schedule of the week, the ratio players/court or both. Please note that if after the reschedule, clients can't make it, unfortunately, no refunds will be issued.

Certification of Participants Health:

Responsibility to Inform Operator of Disabilities or Pregnancy: By signing below and/or tendering any portion of the program to us, I certify that the participant does not have any condition or disability that would create a hazard for you or others participating in the program (as hereinafter defined). I agree to inform you via certified mail or e-mail sent to hello@athenaprograms.com (with confirmation of receipt thereof from you) at the time I tender my first payment of the program (or at such later time when I become aware of such a condition) of any existing physical or mental illness, disability, pregnancy or any other condition for which the participant may require medical attention or special accommodation during the program. We make no guarantee to be able to accommodate the participant for such condition during the program, and we make no representations or warranties regarding special accommodations or handicap accessibility at the program.

Consent for medical treatment: I/We hereby give permission for the staff of the Rafa Nadal Academy to seek appropriate medical attention for the camper and for the medical attention to be given and for the camper to receive medical attention in the event of accident, injury or illness. I/We will be responsible for any and all costs of medical attention and treatment, except for that covered by the camp's excess medical coverage policy.

Athletics Release: I/We hereby acknowledge that I or our child is physically fit and mentally capable of participating in tennis camp activities. I/we hereby acknowledge that playing or practicing tennis is a potentially hazardous activity. I/we agree that I/we am/

are voluntarily entering and assuming all risks associated with participating in those activities, including but not limited to falls, contacts with other participants, the effects of weather including heat and or humidity, and the conditions of the training grounds and facilities, all risks being understood and appreciated by you. I/We, the undersigned for ourselves, our heirs, executors and administrators hereby waive, release, and forever discharge Rafa Nadal Academy Camp and Athena, officers, agents, employees, representatives and successors and assign of and from all rights and claims for damages, injury or loss to person or property which may be sustained or occur during participation in Camp activities or while at camp, whether or not damages, injury or loss is due to negligence. I also hereby acknowledge that no refunds will be given due to any type of injury occurring during the camp.

Travel Release:

I acknowledge that certain programs may take place at a location or locations other than Athena premises. I further acknowledge that: (i) during outdoor trips to other locations, extreme changes in weather or temperatures may result in heatstroke, sunstroke, or hypothermia and where applicable remoteness of location can result in poor communications and inability to get rescue or medical assistance quickly or easily; (ii) in an unfamiliar location, the participant may become lost, get off course or be separated from the rest of the party; (iii) steep or other dangerous terrain may exist where a fall or other accident may cause injury or death; (iv) risks, injuries and/or death that may result from transportation (all modes or types including but not limited to public or private motor vehicle) incidents/accidents; and (v) Athena shall not be responsible for any damages or injury caused by or related to the participation of the undersigned or the undersigned's minor child (children) in any program at such location. If a parent(s) of a minor child (children) has any concerns about transportation to or from an off-site location or any off-site program, such parent shall be permitted to accompany such child (children).

Photography and Likeness Release:

I hereby authorize Athena to allow the reproduction, dissemination, and/or publication of my name and/or likeness (or those of my minor child) for media coverage, public relations, advertising, marketing or any other Athena promotional or educational purposes. This may be done in conjunction with my participation in any program and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my participation in the program, nor will I receive any payment for the possible commercial use of my name or likeness.

Limits On Our Abilities

Even though your privacy is of the utmost importance to us, due to standing legalities, we cannot promise that personal information will not be divulged to third parties in ways not explained by this privacy policy. Furthermore, we can (and you give us permission to) divulge any information about you to private entities, law enforcement or other government officials, as we, in our sole vigilance, believe needed to address and/or answer questions or resolve problems.

Our organization reserves the right to change this privacy policy at its discretion. Your continued use of this service after changes to this privacy policy have been posted is taken as acceptance of those changes. It is your responsibility to monitor the privacy policy to determine whether any changes have been made. This privacy policy is subject to and applicable to all privacy laws.

You acknowledge that accepting this privacy policy is a condition of your relationship with our organization and its services and you agree to be bound by all of its terms and conditions.

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