## **CANCELLATION POLICY AND MEDIA RELEASE**

<u>Cancellation Policy.</u> Players may cancel their participation in a XP League camp at any time by contacting their local XP League location. Cancellations are subject to the cancellation policy of the specific franchise location, which may include but is not limited to, a notice period, cancellation fees, or other conditions determined by the franchise owner. Players are responsible for reviewing and understanding the cancellation policy of their local XP League franchise location before registering for any events or services.

Use of Personal Information, Intellectual Property, Image, Likeness, and/or Voice. XPL will take, and You agree to the taking and XPL's storage and use of, an image of each member under this Membership Agreement for purposes of member identification for XPL membership and this Membership Agreement. XPL will retain such image in its computerized membership system. XPL also may photograph, record on audio or video, and/or otherwise record Your presence or use of any XPL. In exchange for Your use of Your Selected XPL and any XPL, You understand, acknowledge, and agree that You may be photographed, recorded on audio or video, and/or otherwise recorded while at Your Selected XPL and/or any XPL and hereby agree and consent for all purposes to the sale, reproduction, and/or use in any manner of any such photograph, audio, video, and/or other recording or depiction of Your likeness and/or voice whatsoever by us, Your Selected XPL, any XPL, and any nominee, agent or designee of us or them, including without limitation any agency, client, periodical or other publication, in all forms of media, whether now or hereafter devised, throughout the world and in perpetuity, and in all manners, including without limitation advertising, trade, display, editorial, art, and exhibition. You further understand and agree that any such photograph, audio, video, and/or other recording or depiction of Your likeness and/or voice may be modified, altered, cropped, and/or combined with other content such as images, video, audio, text, and graphics, and hereby waive any right that You may have to inspect or approve any finished image, video, and/or audio containing a depiction of Your likeness or voice. You further agree that XPL, Your Selected XPL and/or any XPL You may visit, or owner thereof, may use any information gathered in this form or through Your use of Your Selected XPL and/or any XPL, provided the information does not personally identify You or provide facts that could lead to Your identification, for any purpose, including without limitation research, product and program improvements, and/or statistical purposes. You agree to hold harmless and indemnify XPL, Your Selected XPL and/or any XPL You may visit, and/or owner and agents thereof, from and against any and all liability, damage, loss, and/or claims of any kind or nature whatsoever, including, without limitation, any and all claims and demands relating to libel, invasion of privacy, and violation of intellectual property or publicity rights.