

# Ivy Golf, LLC – Terms & Conditions

Effective Date: 10/31/2025

This Agreement (“Terms & Conditions”) is entered into between the undersigned participant and Ivy Golf, LLC.

These Terms govern participation in all Ivy Golf programs and services, including but not limited to Golf After School, group lessons, private lessons, and development programs.

By enrolling in or participating in any Ivy Golf program, the participant — and their parent or legal guardian if under 18 — acknowledges that they have read, understood, and agree to be bound by these Terms as a condition of participation.

**Participants agree to email and SMS updates about cancellations, class reminders and IVY GOLF resources.**

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## 1. Program Participation & Conduct

Participants must follow all coach instructions, behave respectfully toward coaches, peers, and equipment, and comply with all safety guidelines at all times.

**Ivy Golf, LLC may remove any participant or parent/guardian immediately, without refund, for disruptive, unsafe, or disrespectful conduct, or for any violation of these Terms.**

Parents/guardians are responsible for ensuring that participants understand and comply with these expectations.

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## 2. Participant Code of Conduct

Participants must behave respectfully toward all participants, staff, and property, follow coach instruction, ensure the safety of others before swinging a club/hitting a ball, and remain for the full duration of each class unless excused by a coach.

### Three-Strike Policy

An immediate strike is issued for bullying, fighting, or throwing objects.

A strike is issued after one warning for inappropriate language.

A strike is issued after two warnings for disruptive behavior.

Coaches may require a participant to sit out or be removed from activities as a time-out for disruptive or unsafe conduct.

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Accumulating three strikes may result in suspension or removal from the program without refund. All disciplinary decisions by Ivy Golf, LLC are final.

### **3. Parent/Guardian Conduct (Private & Group Lessons)**

Parents/guardians are welcome to observe and record lessons; however, they must do so quietly and without disrupting the session or distracting participants.

Ivy Golf, LLC reserves the right to require any parent/guardian to leave the premises immediately, without refund, if their presence, behavior, or recording activity interferes with instruction, participant safety, or the learning environment.

All parents/guardians must also comply with facility rules and staff instructions at all times.

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### **4. Coach Responsibilities**

Coaches will maintain a safe, supportive, and encouraging learning environment, and provide relevant instruction, feedback, and resources to participants.

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### **5. Unattended Children Policy (All Services)**

Parents/guardians are responsible for the timely drop-off and pick-up of participants at all sessions. Ivy Golf, LLC is not responsible for participants outside scheduled class times.

Children, siblings, or other guests who are not enrolled in a lesson must remain in designated spectator areas, respect the facility, and avoid interfering with golf activities, coaching, or other participants. Parents/guardians are responsible for supervising these non-participant guests and ensuring compliance with this policy.

Ivy Golf, LLC reserves the right to require any unsupervised or disruptive individual to leave the premises immediately to maintain a safe and focused learning environment.

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## 6. Lesson Package Policy

All lesson packages are governed by the policies below. By purchasing a package, participants and/or parents/guardians agree to these terms.

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### 6.1 Attendance & Absences

Each package includes one excused absence, redeemable within 30 days of the missed session.

Participants may request to divide this excused absence time across remaining sessions with prior scheduling and coach availability.

Late cancellations (less than 24 hours' notice) and same-day no-shows are non-refundable and deducted from the package.

Missed sessions beyond the single excused absence are forfeited without refund or credit.

All packages must be completed within the designated term unless a rollover is granted under Section 6.2.

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### 6.2 Credit Rollover

Unused credits may be rolled over for up to 45 days after the package expiration date.

After this period, unused credits expire and are non-refundable.

Rollover credits may be applied to future Ivy Golf programs or packages. If applied at enrollment, the participant may receive a prorated package fee based on the number of credits carried over.

All prorated packages using rollover credits must be paid in full before the start of the new course unless otherwise approved in writing by Ivy Golf, LLC.

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### 6.3 Equipment Responsibility

Students must treat all equipment with care.

Intentional or reckless damage will result in a \$25 replacement fee per incident and per item, or the actual repair/replacement cost if higher.

All equipment-related fees must be paid within 7 days of notice.

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### 6.4 Private Lesson Cancellation & Refunds

No full refunds are provided after enrollment.

Participants who withdraw or are removed before the third scheduled class may receive a 50% refund for any remaining unused sessions.

No refunds or credits are issued for withdrawals after the third class.

Late cancellations (less than 24 hours' notice) and same-day no-shows are forfeited and deducted from the package.

All packages must be completed or redeemed within 45 days of the first scheduled session, unless Ivy Golf, LLC grants an extension in writing.

Approved refunds are processed within 7–10 business days of approval.

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## **6.5 Private Group Lessons**

Private group lesson packages are non-refundable once purchased.

All lessons must be completed or redeemed within 45 days of the first scheduled session unless extended in writing by Ivy Golf, LLC.

Lessons begin on time and are not extended for late arrivals; if no participants arrive within 15 minutes, the session is considered a no-show and forfeited.

Rescheduling requires at least 24 hours' notice; late or same-day cancellations are forfeited and deducted from the package.

Participants are responsible for coordinating attendance within their group.

Full payment is due before the first session.

Weather-related cancellations or facility closures will be rescheduled or credited at Ivy Golf's discretion.

All scheduling changes must be made through Ivy Golf's official email or text channels.

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## **6.6 Coach Substitution**

Ivy Golf, LLC reserves the right to substitute coaches at any time for all services.

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## **6.7 Saturday Group Class Credit Policy**

If a Saturday group class is missed, the value of that class does not roll over as a single make-up session. Unused classes may only be applied as a credit toward the purchase of a future monthly package. To use the credit, the participant must purchase the next package,

and the cost will be prorated based on the number of unused credits. Credits expire 45 days after the original package end date and cannot be refunded or carried beyond that period.

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## **6.8 Late Arrival Policy**

Lessons begin promptly at the scheduled start time. Time lost due to late arrival will not be made up, extended, or credited. This applies to all private lessons, group lessons, and Saturday group classes. Participants arriving more than 15 minutes late may be considered a no-show, and the session may be forfeited without refund or credit.

# **7. Golf After School Program Terms**

## **7.1 Program Structure**

The Golf After School Program is a course-based, progressive development program held weekly during the semester. Enrollment covers the entire course term and is not based on individual sessions.

## **7.2 Refund Policy**

Course fees are non-refundable except in cases of permanent relocation outside the area, a verified school change outside the district, or a documented medical condition preventing participation. Requests must be submitted in writing to [chat@ivygolfschool.com](mailto:chat@ivygolfschool.com) with supporting documentation.

**Withdrawals made at least ten (10) days before the first scheduled session are eligible for a full tuition refund, excluding non-refundable Ivy Golf organization dues.**

Once the course begins, tuition, dues, and fees are non-refundable except under the following conditions:

- Participants who withdraw before the third scheduled class may receive a 50% refund for any remaining unused sessions, or elect to apply the value of those sessions as a credit toward other Ivy Golf programs (including group or private lessons).
- No refunds or credits are issued for withdrawals made after the third scheduled class.

All approved refunds are processed within seven (7) to ten (10) business days of approval.

### **7.3 Attendance and Make-Up Policy**

Attendance, make-up classes, and cancellations are governed by the Refunds and Returned Payments provision in Section 8 and the Force Majeure provision in Section 16, as applicable.

Rules for private lessons or other services do not apply.

Missed classes due to participant absence are not eligible for make-ups, credits, or refunds. Participants who provide prior notice of absence may review a summary of missed material through Ivy Golf's Google Classroom to practice independently.

### **7.4 Late Pick-Up Policy**

Parents/guardians are responsible for the timely pick-up of participants at the end of each session. The first ten (10) minutes after dismissal are waived once (1) times per semester. Thereafter, a late pick-up fee of \$2 per minute will be charged beginning at the scheduled dismissal time. Repeated late pick-ups may result in suspension or removal from the program without refund. All outstanding late fees must be paid before the participant may return to future sessions. Parents/guardians are responsible for payment, which is due within seven (7) days of notice.

### **7.5 Participant Code of Conduct**

All participants must comply with the Participant Code of Conduct in Section 2. Failure to comply may result in suspension or dismissal without refund.

### **7.6 Equipment and Personal Items**

For health and safety reasons, participants may not share snacks, food, or beverages.

Suggested personal items include a hat or visor, a personal snack, water bottle, sunscreen, junior golf glove, insect repellent, and sneakers or tennis shoes.

### **7.7 Force Majeure**

Outdoor activities are suspended during poor air quality or rainy conditions. Participants will be notified by email if a class is canceled or rescheduled.

If a class cannot be rescheduled, a credit will be issued for use toward a future lesson.

### **7.8 Equipment Provided**

Ivy Golf, LLC supplies all necessary equipment for the Golf After School Program. Participants may not bring personal clubs, bags, or other gear unless expressly authorized by Ivy Golf, LLC.

All provided equipment must be handled with care. Damage caused by misuse will incur a minimum \$25 replacement fee per incident and per item, with higher charges if actual repair

or replacement costs exceed this amount. Parents/guardians are responsible for payment, which is due within six (6) days of notice prior to the next scheduled lesson.

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## **8. Facility Requirements and Compliance**

### **8.1 The Range at Citrus**

Parents/guardians must purchase or donate a bucket of balls to the class in order to receive a parking permit for lessons held at The Range at Citrus. This cost is separate from tuition. Parking permits are mandatory and enforced by Citrus College. A \$35 citation is issued for unpaid parking, and Ivy Golf, LLC is not responsible for any parking fines.

### **8.2 Glen Oaks Golf Course**

#### **Player & Spectator Fees**

Parents/guardians are responsible for paying all required player and/or spectator fees directly to Glen Oaks Golf Course. Fees are set by the facility, are subject to change, and must be paid directly to the golf course.

#### **Equipment Requirements**

Each participant must bring their own golf bag, set of clubs, and push cart. Parents/guardians must also provide or rent a golf club for use at the facility.

#### **Rental Equipment**

Participants or parents/guardians who do not have a golf bag, golf club, or push cart may rent them from Glen Oaks Golf Course for an additional fee, payable directly to the facility.

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## **9. Payment, Refund, Cancellation, Chargebacks & Late Fees**

#### **Payment Due at Registration**

All tuition and fees are due in full at the time of registration.

#### **Private Lesson Cancellations**

Cancellations require at least 24 hours' notice to avoid forfeiture. Same-day cancellations and no-shows are non-refundable.

**Refunds**

A full refund, excluding non-refundable organization dues, is available only if withdrawal occurs at least 10 days before the first scheduled session.

**Returned Payments**

Chargebacks or disputed payments incur a \$35 administrative fee in addition to the amount owed.

**Late Payments**

Late payments or late registrations are subject to a \$15 late fee

**Service Refusal for Unpaid Balances**

Ivy Golf, LLC reserves the right to withhold services until all outstanding balances are paid in full.

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## **10. Communication & TCPA Consent**

By agreeing to these Terms, parents/guardians consent to receive program updates, scheduling changes, and emergency alerts via email and SMS.

Standard carrier rates may apply. Opt-outs must be submitted in writing; however, Ivy Golf, LLC may still send critical operational or safety messages.

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## **11. Medical & Emergency Authorization**

Parents/guardians authorize Ivy Golf staff to administer basic first aid and, if necessary, arrange emergency medical services (EMS) and transportation to the nearest available hospital.

Parents/guardians are responsible for all related expenses and agree to hold Ivy Golf harmless for any medical decisions made in good faith.

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## **12. Assumption of Risk, Release & Indemnification**

Golf involves inherent risks, including muscle strains, joint injuries, and accidental contact with equipment. By participating, the participant and parent/guardian accept these risks and agree to release, defend, and indemnify Ivy Golf, LLC, its staff, contractors, and affiliates from all claims, liabilities, damages, expenses, and attorney fees arising from participation, including injury or

property damage, except in cases of gross negligence or willful misconduct determined by a court of competent jurisdiction.

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## **13. Media & Photography**

### **13.1 Media Use Permission**

Parents/guardians grant Ivy Golf, LLC a worldwide, royalty-free, perpetual license to capture, use, reproduce, publish, distribute, and display photographs, video, and audio recordings of the participant from any Ivy Golf lessons, programs, events, or activities.

Permitted uses include, but are not limited to:

- Websites, social media, and online platforms
- Printed and digital marketing materials
- Email newsletters and communications
- Educational and training resources

### **13.3 Withdrawal of Consent**

Consent may be withdrawn at any time by submitting a written request to [chat@ivygolfschool.com](mailto:chat@ivygolfschool.com) with the subject line **“Withdraw Media Release Consent.”**

Withdrawal applies only to unpublished materials captured after the request date. Ivy Golf, LLC will make commercially reasonable efforts to stop using and remove such content within 30 days.

Materials already published, scheduled, or distributed will remain in use and the property of Ivy Golf, LLC. Ivy Golf, LLC is not responsible for removing media shared by third parties or outside its control.

### **13.3 Acknowledgement**

I understand and agree that no compensation will be provided for the use of any media. Ivy Golf, LLC retains full ownership and copyright of all materials created. This release is given voluntarily and with full knowledge of its terms.

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## **14. Force Majeure**

Ivy Golf, LLC is not liable for delays, cancellations, or schedule changes caused by events beyond its reasonable control, including acts of God, natural disasters, weather, facility closures, strikes, pandemics, or government restrictions. In such cases, Ivy Golf, LLC will, at its sole discretion, determine remedies such as make-up sessions, credits, or schedule adjustments. All such determinations are final and binding.

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## **15. Right to Terminate for Breach**

Ivy Golf, LLC may suspend or terminate a participant's enrollment, without refund, for non-payment or repeated late payment, violations of safety rules or behavioral standards, failure to provide accurate or complete medical or emergency information, or any other material breach of these Terms, including violations of facility rules or applicable laws.

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## **16. Dispute Resolution & Governing Law**

All disputes shall first be submitted to mediation in San Bernardino County, California. If legal action follows, jurisdiction shall be exclusively in the state courts of California, and the non-prevailing party shall pay the prevailing party's reasonable attorney fees and costs.

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## **17. Modification of Terms**

Ivy Golf, LLC may amend these Terms at any time. Updates will be posted on the official website and/or sent to the email address on file. Continued participation after such updates constitutes acceptance of the revised Terms.

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## **18. Acknowledgment & Signatures**

By checking the acknowledgment box during registration, the participant and/or parent or guardian confirm that they have read, understand, and agree to be bound by this Agreement. If agreeing on behalf of a minor, the individual affirms they are at least 18 years of age, have the legal authority to act on the minor's behalf, and accept full responsibility for the minor's participation in all Ivy Golf, LLC programs and services. Continued participation constitutes ongoing acceptance of the most current Terms & Conditions.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Electronic acknowledgment carries the same legal force and effect as a signed agreement.