

SwimStrong Dryland

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9. Notices. All notices required or permitted to be given under this Agreement must be in writing. We may provide you notice by sending you an e-mail to the address on file with us, which you agree electronically satisfies any legal requirement that such notice be in writing. You shall give any notice to SSDL by means of U.S. mail, postage prepaid, to SwimStrong Dryland, LLC, at the address set forth in your club's agreement with SSDL, Attn: President. Such notice to SSDL shall be effective upon receipt.

10. Miscellaneous. This Agreement is between you and SSDL and is not intended to benefit any third party; no third party, including any athlete, club member, coach or other person with whom you share the SSDL Content, shall be entitled to enforce this Agreement. No waiver of any provision of this Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Any waiver must be in writing signed by the President of SSDL in order to be effective. The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.