

NFL FLAG Football

NFL FLAG League Registration Agreement

Terms and Conditions

By checking the box next to "Agree to terms and conditions of NFL FLAG Football League Registration Agreement," I agree to the terms and conditions of this agreement (this "League Registration Agreement"), and I agree, warrant and covenant as follows:

1. AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT. I represent and warrant to NFL Properties LLC, NFL Ventures, L.P., the National Football League, its thirty-two professional football member clubs ("Member Clubs"), and each of their respective employees, officers, directors, sub-contractors, sponsors, agents, affiliates, and subsidiaries (collectively, the "NFL Entities") and USA Football, Inc. and all of its employees, officers, directors, sub-contractors, sponsors, agents, affiliates, and subsidiaries (collectively, "USA Football") that I have full legal authority to complete this League Registration Agreement on NFLFLAG.com (the "Website"). In addition, to the extent that I am registering a league (my "League") on behalf of a third party (or third parties), I represent and warrant that I have been duly authorized to act as agent on behalf of such party (or parties) in performing such registration. By proceeding with such registration, I agree that the terms of this League Registration Agreement shall apply equally to me and to any third party (or parties) for whom I am acting as agent.

Compliance with Children's Online Privacy Protection Act ("COPPA"). I represent and warrant that, in compliance with COPPA, I am over 13 years of age, and that, to the extent I am providing any information with respect to a child under 14 years of age, I am the parent or legal guardian of such child, and I do hereby consent to the collection of such child's personal information by the NFL Entities and the use by the NFL Entities of such information for solicitation of programs and events.

2. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES. THE NFL ENTITIES AND USA FOOTBALL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM:

A. *LEAGUE ORGANIZATION.* (i) ANY AND ALL DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, ARISING OUT OF ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, BODILY AND PERSONAL INJURIES, DAMAGE TO PROPERTY, AND THE CONSEQUENCES THEREOF, INCLUDING DEATH, RESULTING FROM MY LEAGUE OR IN ANY WAY CONNECTED WITH SUCH RECREATIONAL PROGRAMS AND ATHLETIC ACTIVITIES; OR (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES.

B. *WEBSITE USE.* (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE.

I EXPRESSLY AGREE THAT PARTICIPATION IN THE NFL FLAG PROGRAM OR USE OF THE WEBSITE IS AT MY AND ANY LEAGUE PARTICIPANT'S (INCLUDING BUT NOT LIMITED TO PARENTS OF CHILDREN PARTICIPATING IN MY LEAGUE), AS APPLICABLE, SOLE RISK. THE NFL FLAG LEAGUE AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE NFL ENTITIES AND USA FOOTBALL EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Neither the NFL Entities nor USA Football make any warranty that the Website's services will be uninterrupted, secure or error free. Neither the NFL Entities nor USA Football guarantee the accuracy or completeness of any information in, or provided in connection with, the Website. Neither the NFL Entities nor USA Football are responsible for any errors or omissions, or for the results obtained from the use of such information. I understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Website is at my own discretion and risk and that I will be solely responsible for any damage to my own computer system or loss of data that results from the download of such material and/or data.

3. INDEMNIFICATION. I agree to indemnify and hold each of the NFL Entities and USA Football and their officers and employees harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to (i) my League's participation as an NFL FLAG League; (ii) my use of the Website; or (iii) the violation of any term of this League Registration Agreement or the NFL FLAG Terms of Service (located at www.NFLFLAG.com) by me.

4. APPLICABLE LAW; CONSENT TO JURISDICTION. This League Registration Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. I expressly consent and agree to submit to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York or, for matters not susceptible

of adjudication in the federal courts, the courts of the State of New York located in New York County, in all disputes arising out of or relating to this League Registration Agreement.

5. SEVERABILITY. I further expressly agree that this League Registration Agreement is intended to be as broad and inclusive as is permitted by law and that if any provision of this League Registration Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this League Registration Agreement and shall not affect the validity and enforceability of any remaining provisions.

6. USE OF PERSONAL INFORMATION. The NFL Entities and USA Football shall use any Personal Identifying Information (as defined below) only for the purposes of order processing, fulfillment, customer service, and renewal or as otherwise described herein or at the time that such Personal Identifying Information was collected. In addition, The NFL Entities and USA Football may use any Personal Identifying Information for the purposes of promoting or marketing The NFL Entities and USA Football programs, services, and events. Further, USA Football may use any Personal Identifying Information in its National Membership Database. The NFL Entities and USA Football shall not use any Personal Identifying Information for any other marketing or solicitation purposes or for any other purpose unless the user was specifically notified of such potential use prior to entering such information. "Personal Identifying Information" shall include any information about users of the Website obtained by The NFL Entities and USA Football or any information provided to The NFL Entities and USA Football by registrants, magazine subscribers or other users of the Website.

7. BACKGROUND CHECKS. I expressly agree that the NFL Entities and USA Football shall have the right to perform routine background checks and screening procedures on me (or any third party (or parties) for whom I am acting as agent) or my League's coaches. Any falsification of my (or any third party's (or parties') for whom I am acting as agent) information or the information of my League's coaches will subject my League to possible removal from NFL FLAG Football (such removal to be determined by the NFL Entities in their sole discretion).

8. NO USE OF MARKS. I understand that I shall have no right to use the NFL Marks (as defined below) or USA Football Marks (as defined below) for any purpose whatsoever without the prior written approval of the NFL Entities or USA Football in each instance (such approval to be granted or withheld in the NFL Entities' or as delegated to USA Football's sole discretion after a formal logo request process has been initiated by me).

- **8.1 NFL MARKS.** For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the National Football League and the Member Clubs, including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, the NFL FLAG trademarks and the NFL Punt, Pass and Kick trademarks, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs.
- **8.2 USA FOOTBALL MARKS.** For purposes of this agreement, "USA Football Marks" means the names, symbols, emblems, designs, and colors of USA Football or any of its programs, as well as any other indicia adopted for commercial purposes by the USA Football.

I acknowledge and agree that all right, title and interest in and to the NFL Marks and USA Football Marks belong to the NFL Entities and USA Football respectively. I agree that the NFL Marks and USA Football Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary herein, I recognize that irreparable injury would be caused by the unauthorized use of any of the NFL Marks or USA Football Marks, and agree that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. I recognize that the great value and goodwill associated with the NFL Marks belongs to the NFL Entities and that the NFL Marks have secondary meaning. Further, I recognize that the great value and goodwill associated with USA Football Marks belongs to USA Football and that USA Football Marks have secondary meaning.

9. INSURANCE. I agree to abide by the insurance requirements and instructions set forth in the NFL FLAG Insurance Overview, incorporated herein by reference.

10. PHOTOS/BROADCASTING RIGHTS. I understand that NFL FLAG Football-related events may be photographed, videotaped or otherwise recorded and that descriptions or accounts of such events may be written or otherwise documented, and I agree to let the NFL Entities and USA Football use my League and names and/or likenesses of any children participating in my League ("Participants") free of charge in any manner and in any media (now known or hereafter developed) and for any purpose without compensation to me

or my League and that the NFL Entities and USA Football may use the information provided herein for solicitation of NFL Entities' and USA Football's programs/events.

BY INDICATING MY ACCEPTANCE OF THIS LEAGUE REGISTRATION AGREEMENT, I AM AFFIRMING THAT I HAVE READ AND UNDERSTAND THIS LEAGUE REGISTRATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE LEAGUE REGISTRATION AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.