

2018 Heads Up Football
Youth Coach Training Agreement

This agreement to provide football coach education and resources (the "Agreement") is by and between {{{orgName}}}, a youth football program with a principle place of business located at {{{orgAddress}}} (the "Organization") and Heads Up Football, LLC, an Indiana limited liability company with its principal place of business at 45 North Pennsylvania Street, Suite 700, Indianapolis, IN 46204 ("HUF LLC").

Recitals

HUF LLC offers a collection of resources as part of its Heads Up Football ("HUF") program that address the complex challenges of player health and safety in youth and high school football; and

Organization desires to implement Heads Up Football in its football program (the "Football Program").

Therefore, for adequate consideration as described below, the parties agree as follows:

1. **HUF LLC Duties.** HUF LLC shall provide Organization with HUF LLC's then available suite of Heads Up Football resources and benefits (the "HUF Resources" or "Services"), including:
 1. Online Level 1 Tackle Certification course.
 2. In-person coach certification clinic for interested coaches.
 3. HUF LLC will provide Organization's commissioner with access to online resources. Commissioner must enroll on usafootball.com to access resources.
2. **Organization Duties.** Organization is solely responsible for implementing the HUF Program. The HUF Program elements include:
 1. **Annual Coach Certification.** Organization agrees that it is responsible for having all of its coaches, both head and assistant, complete either the Level 1 Tackle Certification course or the in-person coach certification clinic before the season begins. The course or clinic should be completed by each coach each year as certification expires each year on December 31st. Organization will update HUF LLC with the actual number of coaches participating in its Football Program at the time of the organization's first game.
 2. **Shoulder Tackling and Contact System.** Organization teaches its athletes to tackle using shoulder tackling and use the contact system methods taught in the Level 1 Tackle Certification course and in-person coach certification clinic.
 3. **Parents Meeting.** Organization holds a parents' meetings for parents and athletes to teach the core elements of HUF.
 4. **Pay Fees.** Organization (or Organization's participants) shall pay HUF LLC \$10.00 per coach completing the Level 1 Tackle Certification course and \$10.00 per coach participating in the in-person coach certification clinic. These fees are non-refundable.
 1. If Organization has a balance from previous season(s), it will be ineligible to register for HUF until the balance has been paid in full. If Agreement automatically renews, Organization must pay its balance in full before it may certify coaches online or have

coaches trained in person.

5. **Waivers and Releases.** Organization requires each participant's parent or legal guardian to execute a waiver and release that names HUF LLC as a released party for any injuries or damages that result from participating in Organization's Football Program. HUF LLC will provide a model waiver form on request, but such model waiver should be reviewed by an attorney licensed in the state(s) in which Organization operates.
 1. Organization represents and warrants that it has a system in place for procuring waivers of liability and understands that HUF LLC is relying on Organization's obtaining the waivers.

6. **Insurance.** Throughout the Term of the Agreement, Organization shall provide and maintain, at its expense, general liability and participant accident insurance as detailed below. Organization shall not allow any of the required policies to be materially changed, reduced or cancelled unless Organization provides 30 days' prior written notice thereof to HUF LLC.
 1. **Commercial General Liability** insurance with limits not less than \$1,000,000 each occurrence sufficient to cover foreseeable claims and defense costs, for contractual liability, premises liability, participant legal liability (for participant claims arising out of athletic or sports activities, including tackle football), products-completed operations, personal and advertising injury, property damage and bodily injury liability (including traumatic brain injuries and death).
 1. **Additional Insureds.** HUF LLC, USA Football, Inc., USA Football Foundation, Inc., the National Football League, its member professional football teams and clubs, NFL Properties LLC, the NFL Foundation and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, co-branders, grantors, and other partners (collectively, the "HUF LLC Parties") shall be included as Additional Insureds under said General Liability policy and Organization's coaches shall be included as Named Insureds. The General Liability insurance shall be considered primary with respect to Claims arising out of Organization's sanctioned and approved football related activities, including but not limited to games, practices, camps, and clinics.
 2. **Certificate of Insurance.** Upon execution of this Agreement, Organization shall provide HUF LLC with a certificate of insurance that confirms that the HUF LLC Parties have been included as Additional Insureds on the Organization's General Liability policy and that the applicable policy(ies) have been properly endorsed to meet the insurance requirements as set forth above, including specific language noting the existence of participant legal liability coverage for participant claims arising out of the Organization's athletic or sports activities.
 2. **Accident and Health (A&H) Insurance** covering all participants (athletes, coaches, officials, volunteers) in Organization's program with a limit of not less than (1) the limit required by the terms of Organization's General Liability policy, or (2) \$25,000 for excess accident medical expenses and \$10,000 for accidental death and dismemberment (AD&D).

3. In addition, Organization is strongly encouraged, but not required, to secure Directors and Officers (D&O) insurance with limits of not less than \$1,000,000 each occurrence covering legal costs, judgments and settlements resulting from suits and other legal proceedings brought against Organization's board of directors (or similar), officers (or similar) or the insured entity itself for allegations of wrongful acts, errors and omissions. Coverage should include Employment Practices Liability coverage (EPL).

7. **Probationary Status.** HUF LLC's recognition of Organization as a HUF organization is contingent upon satisfaction of Organization's duties set forth in this section 3. If Organization does not substantially comply with the requirements of 3.1 to 3.6, HUF LLC may take any one or more of the following actions:
 1. HUF LLC may remove Organization from any directory of HUF organizations available on USAFootball.com or elsewhere;
 2. Restrict Organization from using HUF LLC Marks and/or restrict it from advertising that it is a HUF organization.
 3. The per coach price for the Level 1 Tackle Certification course may be raised to the standard \$25.00 fee per coach the following season;
 4. The per coach price for the in-person coach certification clinic may be raised to the standard \$25.00 fee per coach the following season; and/or
 5. HUF LLC may notify any insurance company/broker that Organization is not in compliance and no longer eligible for preferential pricing.

3. Indemnification Obligations.

1. **Organization Indemnification Obligations.** Organization agrees to indemnify, defend and hold the HUF LLC Parties harmless from and against any and all liabilities, losses, damages, penalties, costs or expenses, including any and all settlements and reasonable costs and attorneys' fees, arising from any claim, action or proceeding (collectively, "Claim" or "Claims") resulting from or arising out of any one or more of the following:
 1. Any and all breaches or defaults by Organization of any of its obligations or inaccuracy of any representation or warranty of Organization under this Agreement;
 2. Any and all negligent acts or omissions by Organization or any of its subsidiaries or affiliates or their respective agents, officers, directors, or employees;
 3. Any football or conditioning drills or techniques not taught in the HUF Resources; and
 4. Any and all unauthorized use of any HUF LLC Marks.
2. **HUF LLC Indemnification Obligations.** HUF LLC agrees to indemnify, defend and hold Organization and its respective subsidiaries, affiliates, officers, directors, employees, agents, co-branders and other partners (collectively, the "Organization Parties") harmless from and against any and all liabilities, losses, damages, penalties, costs or expenses, including any and all settlements and reasonable costs and attorney's fees, arising from any Claim resulting from or arising out of any one or more of the following:

1. Any and all negligent acts, omissions or willful misconduct of HUF LLC or any of its subsidiaries or affiliates or their respective agents, officers, directors, or employees in developing Heads Up Football program content;
 2. Any and all breaches or defaults by HUF LLC of any of its obligations or inaccuracy of any representation or warranty of HUF LLC under this Agreement.
4. **Term.** This Agreement is effective as of the date of execution (the “effective date”) through December 31st of that year (the “Term”). This Agreement replaces all prior agreements between the parties relating to such subject matter.
 1. **Application and Renewal.** If Organization desires to renew the Agreement, Organization must execute a new agreement on an annual basis. Organization understands that HUF LLC may reject an Organization in its sole discretion and without cause.
5. **Termination.**
 1. **Without cause.** Organization may terminate this agreement at any time without cause by providing 15 days’ written notice to HUF LLC of its intent to terminate.
 2. **For cause.** HUF LLC may terminate Organization’s access to the Services, its account, its password or this Agreement for cause with 15 calendar days’ advance notice to Organization and an opportunity to cure.
 3. **Effect of termination.** Upon termination, Organization will have no right to use the Services or access any stored content associated with its account (and any such content will be forfeited), and will immediately cease and desist from using any HUF LLC Marks. In addition, within 30 days of termination at its cost, Organization shall return to HUF LLC, in its new condition less normal wear and tear, all signage and/or other marketing materials provided by HUF LLC to Organization. If such signage and marketing materials are not returned, or not returned in their original condition, Organization shall reimburse HUF LLC for the replacement cost of such signage and/or other marketing materials.
 4. **Termination procedures.** Organization may terminate this Agreement with HUF LLC at any time, without cause, by providing written notice to HUF LLC (email shall suffice). Cancellation will be effective upon HUF LLC’s actual receipt of Organization’s written cancellation request. Organization will be responsible for paying any outstanding balance at time of cancellation.
5. **Survival.** Sections 4, 8, 9, 11, and 12 shall survive termination of the Agreement.
6. **Compliance.** Each party hereto understands, acknowledges and agrees that it will comply with all laws, regulations and other legal standards applicable to its performance under this Agreement and its delivery of football games, practices, events or other programs. Each party will exercise due care and act in good faith at all times in its performance under this Agreement and its delivery of football games, practices, events or other programs.
7. **No Warranties.** Organization AGREES THAT ITS USE OF THE SERVICES SHALL BE AT ITS SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HUF LLC PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND

ORGANIZATION'S USE THEREOF. THE HUF SERVICES AND THE RELATED SOFTWARE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES WHATSOEVER (EITHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HUF LLC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF HUF RESOURCES, THE USAFOOTBALL.COM SITE (THE "SITE") OR OF ANY SITES LINKED TO THIS SITE.

8. **Limitation of Liability.** IN NO EVENT SHALL THE HUF LLC PARTIES BE LIABLE TO ORGANIZATION FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, HUF LLC'S CUMULATIVE LIABILITY TO ORGANIZATION FOR ANY AND ALL CLAIMS RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY ORGANIZATION DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING A CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS PARAGRAPH MAY NOT APPLY TO ORGANIZATION.
9. **Sharing and Disclosure of Personal Information; Requests for Notifications or Emails.**
 1. By executing this agreement, Organization consents to use of information about Organization ("Organization Information") and or information about its participants ("Organization Participant Information") if it is: (i) required to complete a transaction or perform a service on Organization's behalf or that Organization has requested, (ii) required as part of the terms and conditions for a particular service, (iii) shared to facilitate programs and initiatives that are offered or supported by HUF LLC jointly with affiliates or partners to enhance HUF LLC's ability to serve Organization, or (iv) shared to recognize and reward that Organization participates in Heads Up Football and is meeting its implementation obligations.
 2. HUF LLC will share Organization Information and/or Organization Participant Information with other entities should Organization request HUF LLC to share such information. HUF LLC will also share Organization Information and/or Organization Participant Information with other entities if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to Organization's requests for customer service; or (v) protect the rights, property or personal safety of HUF LLC, its users and the public.
 3. HUF LLC may, from time to time, share information in the aggregate form with others. This information would not contain any personal information. It would typically be of a demographic nature, such as how many users reside in any zip code or area code.

10. HUF LLC's Intellectual Property Rights.

1. Except as set forth in sections 10.2 and 10.3 below, Organization agrees not to use, distribute, sell, license or create derivative works from, or allow any third party to do any of the foregoing, any of HUF LLC's logos, marks, names or copyrighted or trademarked material (collectively, "HUF LLC Marks"), including but not limited to graphic files and software available on HUF LLC's web site(s).
2. HUF LLC grants Organization a limited, revocable, non-exclusive right to use the primary HUF LLC and USA Football logos to display on Organization's website and paper collateral, such as registration materials and brochures. Such use shall be subject to the terms of this Agreement and to any limitations communicated by HUF LLC at any time and may be suspended, revoked or terminated by HUF LLC at any time for any reason. Any HUF LLC Marks or materials used by Organization shall be and remain at all times the sole and exclusive property of HUF LLC. HUF LLC Marks may not be revised or altered in any way and must be displayed in the same form as produced and provided by HUF LLC (including the use of applicable trademark and/or copyright notices). HUF LLC Marks must be used in a professional and lawful manner and may not be used in any manner that (1) discredits HUF LLC or its partners or affiliates or tarnishes any of their reputations or goodwill, (2) is false or misleading, including any mischaracterization of the relationship between HUF LLC and Organization, or (3) violates the rights of others or public policy.
3. Organization may not sell merchandise or apparel with HUF LLC marks. If Organization desires to use HUF LLC Marks on apparel or other merchandise, Organization should order through HUF LLC's licensed provider (sales@usafootball.com). Banners and flags demonstrating participation in HUF may be ordered directly through HUF LLC. For good reason, Organization may request that HUF LLC waive this requirement in writing

11. Miscellaneous.

1. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Indiana, without regard to its conflicts of laws principles. Organization agrees to submit to the personal and exclusive jurisdiction of the state and federal courts located within the county of Marion County, Indiana.
2. **Entire Agreement.** This Agreement and HUF LLC's other agreements and policies posted on HUF LLC's web site(s) at any time and from time to time constitute the entire agreement between Organization and HUF LLC with respect to Organization's use of the Services and use of the HUF LLC web site(s) and replace all prior agreements (whether oral or written) between the parties relating to such subject matter. With written notice to Organization and an opportunity to option to terminate pursuant to Section 12, HUF LLC may revise, amend or modify this Agreement at any time and in any manner.
3. **Severability.** Except as otherwise expressly provided in this Agreement, if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such invalidity, voidness or unenforceability materially alters the purposes of this Agreement.

4. **Relationship.** HUF LLC and Organization are separate entities and do not create an association. Nothing in this Agreement shall constitute or be deemed to constitute HUF LLC, on the one hand, and Organization on the other, as partners, joint venturers or principal and agent. Organization has no authority to enter into any agreements or contracts on behalf of HUF LLC, or to bind HUF LLC in any way, and shall not represent, either explicitly or implicitly, that it possesses any such authority. HUF LLC has no ability to control the operations and/or policies of Organization.
5. **Assignment; Successors and Assigns.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.
6. **Waiver.** The observance of any terms of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but any such waiver shall be effective only if in a writing signed by the party against which such waiver is to be asserted. Except as otherwise specifically provided in this Agreement, no delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of, nor any single or partial exercise of, any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege under this Agreement.

Organization's signatory warrants that he or she has the express authority to bind Organization to the terms and conditions of this Agreement set forth above.