



NFL FLAG Player Registration Agreement:

Terms and Conditions

Your Local NFL FLAG League Organizer: _____

League Registration Fee, per player: \$ _____

(\$20 goes to the NFL as cost of the uniform and equipment – retail sale \$35)

To complete your registration, sign this waiver and return it to your local NFL FLAG League Organizer. For more information on NFL FLAG, check out <http://www.NFLyouthfootball.com>.

FIRST NAME: _____

LAST NAME: _____

HOME PHONE: _____

EMAIL: _____

GENDER: _____

AGE: _____

DATE OF BIRTH: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

GRADE IN SCHOOL: _____

SCHOOL NAME: _____

SCHOOL ADDRESS: _____

PROGRAM: _____

How did you hear about NFL FLAG: _____

Which is your favorite NFL Team: _____

PAID BY: Online Registration

JERSEY SIZE: _____

1. **PERMISSION TO PARTICIPATE.** I certify that I (i) am the parent or legal guardian of the child (“Participant”) being allowed to participate in the NFL FLAG football program (the “Program”), as part of a NFL FLAG league administered by a local league organizer; (ii) am of legal age and am freely signing this Agreement without any inducement or assurance of any nature; and (iii) have read this form and understand that by signing this form, I may be giving up certain legal rights and remedies. I agree that the terms of this Player Registration Agreement are binding on both me and the Participant.

1. **RELEASE OF LIABILITY.** In return for the Participant being allowed to participate in the Program, I release and agree not to sue the National Football League, its thirty-

two member professional football teams, NFL Properties LLC, NFL Ventures L.P., and each of their respective employees, officers, directors, sub-contractors, sponsors, including agents, and affiliates, and subsidiaries (collectively, the “NFL Entities”) from or for, as applicable, all present and future claims that may be made by the Participant or me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of the Participant’s participation in the Program, wherever, whenever, or however the same may occur. I understand and agree that the NFL Entities are not responsible for any injury or property damage arising out of the Program, even if caused by their ordinary negligence. I understand that participation in the Program involves certain risks, including, but not limited to, serious injury or permanent disability. I am voluntarily allowing Participant to participate in the Program with knowledge of the dangers involved and agree to accept all risks of such participation. I certify that the Participant is in excellent physical health and may participate in strenuous and hazardous physical activities, including the football to be played in the Program.

I also agree to indemnify and hold harmless those listed above for all claims arising out of Participant’s participation in the Program and all related activities. I agree to let the NFL Entities use Participant’s name and likeness free of charge in any manner and in any media (now know or hereafter developed) and for any purpose without compensation to me or Participant and that the NFL Entities may use the information provided herein for solicitation of NFL Entities’ programs/events. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Program is taking place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect. I further agree that any legal proceedings related to this waiver will take place in New York, New York.

(For California Residents Only) I hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. I am aware that said Section 1542 of the Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2. **EMERGENCY MEDICAL TREATMENT.** Permission is hereby granted for Participant to receive any and all emergency medical/dental treatment and/or first aid, including authorizing any medical treatment facility/hospital to administer emergency treatment for any illness, injury or accident resulting from participation in the Program.

3. **AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT.** I represent and warrant to The Active Network, Inc. (“Active”) and the NFL Entities that I have full legal authority to complete this event registration on Active.com or any of its sister sites, including but not limited to <http://www.nfl youthfootball.com> (collectively, the “Active Network”). In addition, to the extent that I am registering 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 Player 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 thirteen (13) years of age, and



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that, to the extent I am registering a child under fourteen (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 Active and the NFL Entities.

4. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

NEITHER THE NFL ENTITIES NOR ACTIVE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE ACTIVE NETWORK; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE ACTIVE NETWORK; OR (iv) 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, EVEN IF THE NFL ENTITIES AND ACTIVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. I EXPRESSLY AGREE THAT USE OF THE ACTIVE NETWORK IS AT MY SOLE RISK. THE ACTIVE NETWORK IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE AND THE NFL ENTITIES 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.

Active and the NFL Entities make no warranty that the Active Network's services will be uninterrupted, secure or error free. Neither Active nor the NFL Entities guarantee the accuracy or completeness of any information in, or provided in connection with, the Active Network's websites. Active and the NFL Entities are not 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 Active Network 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.

5. INDEMNIFICATION.

I agree to indemnify and hold each of Active and the NFL Entities 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 out of my use of the Active Network or the violation of any term of this Player Registration Agreement or the Active Terms of Service (located at <http://www.activenetwork.com/terms-of-use.htm>) by me.

6. APPLICABLE LAW; CONSENT TO JURISDICTION.

The Active Network of websites (excluding linked sites) is controlled by Active from its offices within the State of California, United States of America. By completing this Player Registration Agreement, both Active and I agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Player Registration Agreement or other use of the Active Network of websites. I agree that exclusive jurisdiction for any dispute with Active resides in the courts of the State of California, and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving Active or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. THE FOREGOING NOTWITHSTANDING, ANY DISPUTE WITH ANY OF THE NFL ENTITIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, AND I FURTHER AND EXPRESSLY CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION IN THE COURTS OF THE STATE OF NEW YORK.

7. SEVERABILITY.

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

8. USE OF PERSONAL INFORMATION [WHO IS SYNAPSE?].

Synapse shall only use any Personal Identifying Information (as defined below) for the purposes of order processing, fulfillment, customer service, and renewal. Synapse shall not use any Personal Identifying Information for marketing or solicitation purposes or for any other purpose not explicitly permitted in this Agreement. "Personal Identifying Information" shall include any information about users of the Active Network provided to Synapse by Active or any information provided to Synapse by registrants, magazine subscribers or other users of the Active Network.

9. NO USE OF MARKS.

I understand that I shall have no right to use the NFL Marks (as defined below) for any purpose whatsoever without the prior written approval of the NFL Entities in each instance (such approval to be granted or withheld in the NFL Entities' sole discretion after a formal logo request process has been initiated by me). 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, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, the NFL logo and design, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs. I acknowledge and agree that all right, title and interest in and to the NFL Marks belong to the NFL Entities. I agree that the NFL 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, 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.

BY INDICATING MY ACCEPTANCE OF THIS PLAYER REGISTRATION AGREEMENT, I AM AFFIRMING THAT I HAVE READ AND UNDERSTAND THIS PLAYER 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 PLAYER 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.

Parent/Guardian Signature: _____ **Date:** _____