



MLS GO Player Registration Agreement and Waiver

This Player Registration Agreement (“Agreement”) is made and entered into as of the date when Participant executes this Agreement (“Effective Date”), and is by and between RCX Sports, LLC (“RCX”), and the participant in the Program (hereinafter defined) signing below, and if participant is under the age of eighteen (18), participant’s parent or legal guardian for themselves and on behalf of participant (“Participant”). Participant agrees to the terms and conditions of this Agreement, and Participant agrees, warrants and covenants as follows:

1. **PERMISSION TO PARTICIPATE.** Participant certifies that Participant (i) is being allowed to participate in the youth soccer program known as “MLS GO,” including all associated games, events, clinics, leagues, camps, contests, and tournaments (collectively, the “Program”), as part of a Program league administered by a local league organizer (“League Operator”); (ii) is freely signing this Agreement without any inducement or assurance of any nature; and (iii) has read this Agreement and understands that, by signing this Agreement, Participant is giving up certain legal rights and remedies on behalf of itself. Participant agrees that the terms and conditions of this Agreement are binding on the Participant.
2. **Acknowledgment of Program Rules, Regulations, and Standards of Conduct:** Participant understands that the Program has rules and standards of conduct that are set forth by RCX as each may be amended from time to time (collectively referred to as, the “Requirements”). Participant agrees that Participant: (a) has been given access to the Requirements; (b) has read and understands the Requirements; and (c) agrees to be bound and abide by the Requirements at all times. Participant acknowledges that the U.S. Center for SafeSport holds exclusive jurisdiction over, among other topics, investigation and resolution of certain allegations of sexual misconduct in connection with the Program. RCX retains the authority to investigate and resolve any alleged violation of the Safe Soccer Framework other than those falling under the exclusive jurisdiction of the U.S. Center for SafeSport. Participant is hereby advised that reports may be made at www.safesport.org.
3. **Medical Treatment Consent:** Participant hereby authorizes staff of the Program and/or the certified athletic trainer or medical contractor of any of the foregoing (the “Staff”) to seek medical treatment for Participant at local medical facilities as they deem necessary. Participant hereby consents to any x-ray, anesthetic, diagnostics, medical or surgical treatment or hospital care deemed necessary by a licensed health care provider in connection with Program activities. Participant understands that this authorization is given in advance of any specific diagnosis, treatment or hospital care, and that it is given to provide the Staff with authority to seek medical treatment as the Staff judges necessary for Participant. Participant accepts responsibility for payment of all services rendered; Participant authorizes any medical facility that renders services to release medical information necessary for the processing of insurance claims and for the Staff to sign the required privacy waivers for the release of such information in connection with the processing of such claims; and Participant authorizes the payment of insurance claims directly to the medical facility. Participant understands that the Staff and/or Releasees will NOT be responsible for any costs associated with the above-referenced medical treatment, and that such expenses will be covered by Participant or the medical benefits provider, travel insurer, or other representative (“Payor”) of Participant. Participant understands that medical bills may be



submitted by the medical provider or facility to Participant's Payor. Participant understands that whenever possible, the Staff will make a reasonable effort to contact Participant before seeking or providing treatment. If such contact is not possible, Participant understands that the Staff will notify Participant, as soon as reasonably possible, of any and all diagnostic procedures, diagnoses, and treatments.

4. Assumption of Risks:

- A. Participant expressly understands, confirms, and agrees that the sport of soccer presents risks to Participant, and that there are therefore inherent risks that come with participating in the Program. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken. For example, the Program may test Participant's physical limits, which creates an inherent risk of physical injury. Other inherent risks include, but are not limited to, contact or collision with other persons or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. Participant understands and acknowledges that any of these risks, and others not specifically listed here, could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death, and loss of income and/or career opportunities). Participant accepts personal responsibility for any and all costs and expenses, damages, liability, and other losses that Participant or any of the Releasors may incur in connection with the foregoing risks.
- B. Without limiting the foregoing, Participant assumes the risk of all conditions and consequences, dangerous or otherwise, arising from Participant's participation in the Program in any way relating to or associated with concussions, sub-concussive blows, or traumatic brain or head injuries, including, but not limited to, possible acute and long term neurocognitive and neurophysiological consequences as a result of Participant's activities in connection with the Program such as, without limitation, brain damage, dementia, mood disorder, and/or cognitive impairment.
- C. Participant understands that by participating in the Program, Participant may be exposed, or expose others, to contagious and potentially harmful or deadly diseases, including, but not limited to, influenza, common cold, chicken pox, meningitis, measles, or COVID-19 (hereinafter defined). Participant may also be exposed to risks while traveling (such as in vehicles when traveling to and from competitions, social events, or the airport), exposure to large crowds (such as at a competition), and exposure to risks related to receipt of treatment for any physical or mental conditions. Participant voluntarily assumes all of these and other associated risks and accepts personal responsibility for any and all damages, liability, and other losses that the Participant or any of the Releasors may incur in connection with the foregoing risks.
- D. Participant understands that (1) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an



extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (2) no precautions, including, but not limited to, any protocols that may be implemented from time to time by the Releasees and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the “COVID-19 Protocols”), can eliminate the risk of exposure to COVID-19; (3) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to Participant’s family members and other contacts; and (4) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Participant also acknowledges that the COVID-19 Protocols may prove inadequate to prevent the exposure and transmission of COVID-19 and that it is possible that from time-to-time persons present at any locations to which the Participant may travel, may not comply fully with the COVID-19 Protocols. Participant understands that the implementation of the COVID-19 Protocols does not guarantee that Participant will not be exposed to or contract COVID-19 as a result of the Participant’s attendance at the Program or pass COVID-19 on to others, including, but not limited to, Parent/Legal Guardian and other family members of Parent/Legal Guardian or Participant. Participant understands and knowingly and voluntarily assumes all risks related to traveling to and from, living at and practicing and playing games in the Program and at other sites to which Participant’s may travel. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID-19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from Participant’s own actions, inactions, or negligence, but from the actions, inactions, or negligence of others. Participant voluntarily assumes all of these and other associated risks and accepts personal responsibility for any and all damages, liability, and other losses that the Participant or any of the Participant’s Releasees may incur in connection with the foregoing risks.

- E. Participant acknowledges that Participant’s participation in the Program is without assumption of responsibility or risk of any kind by the Releasees, and the Releasees make no representations or warranties of any kind with respect to Participant’s participation.
- F. Participant has read paragraphs 4.A through 4.E and (1) understands the nature of Program activities, (2) understand the demands of those activities relative to the physical condition and skill level of Participant, and (3) appreciates the types of injuries, illnesses, and risks related to Participant’s participation in the Program and the treatment for any physical or medical condition that may occur as a result of participation in the Program. Participant hereby asserts that participation in the Program and use of related facilities and services is voluntary and that Participant knowingly assumes all related risks.



G. PARTICIPANT UNDERSTANDS, INTENDS AND ACKNOWLEDGES THAT THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT THE PARTICIPANT'S LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS, AND THAT BY SIGNING THIS AGREEMENT THE PARTICIPANT IS RELINQUISHING SUBSTANTIAL LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO PURSUE CLAIMS OR FINANCIAL RECOVERY FOR, AMONG OTHER THINGS, ACUTE AND LONG-TERM INJURIES OR ILLNESS INCURRED BY PARTICIPANT WHILE PARTICIPATING IN THE PROGRAM INCLUDING, BUT NOT LIMITED TO, COVID-19 OR BRAIN OR HEAD INJURIES SUCH AS THOSE THAT MAY BE ASSOCIATED WITH CONCUSSIONS AND SUBCONCUSSIVE BLOWS, REGARDLESS OF WHETHER SUCH INJURY OR ILLNESS RESULTS FROM THE INHERENT RISKS OF THE ACTIVITY OR FROM THE NEGLIGENCE OF THE RELEASEES. THIS ASSUMPTION OF RISK APPLIES TO ALL RISKS ARISING OUT OF, ASSOCIATED WITH, OR RESULTING DIRECTLY OR INDIRECTLY FROM PARTICIPANT'S PARTICIPATION IN THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE RISKS LISTED ABOVE AS WELL AS THOSE DUE TO THE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE RELEASEES (AS DEFINED HEREFTER). PARTICIPANT FURTHER ACKNOWLEDGES THAT THEY HAVE BEEN FULLY WARNED AND AWARE OF, APPROVED, UNDERSTOOD, APPRECIATED, AND ASSUMED THE RISKS OF SOCCER, INCLUDING, WITHOUT LIMITATION, THE RISKS LISTED ABOVE, PRIOR TO THE DATE OF THE PARTICIPANT'S FIRST PARTICIPATION IN ANY PROGRAM ACTIVITY. PARTICIPANT REPRESENTS AND DECLARES THAT PARTICIPANT IS PHYSICALLY, MENTALLY, EMOTIONALLY AND INTELLECTUALLY WILLING AND ABLE TO ACCEPT, AND DOES HEREBY CLEARLY, UNAMBIGUOUSLY AND EXPLICITLY ACCEPT, ALL RISKS, FORESEEN AND UNFORESEEN, ASSOCIATED WITH PARTICIPANT'S PARTICIPATION IN THE PROGRAM.

5. RELEASE OF LIABILITY.

A. In return for the Participant being allowed to participate in the Program, the Participant and each of the other Releasors (as defined below), hereby release and agree not to sue RCX, RCX Canada Inc. ("RCX Canada"), Major League Soccer, L.L.C. ("MLS"), each of the MLS clubs, Soccer United Marketing, LLC ("SUM"), MLS Canada L.P., Pro Soccer Development, L.P., Player Development, L.L.C. ("PDEV"), and their respective affiliates, and each of the foregoing entities' employees, officers, directors, direct and indirect owners, sub-contractors, sponsors, business partners and agents of each of the foregoing entities, and all other participants, operators, vendors, agencies, sponsors, advertisers, and owners and lessees of premises used in connection with or related to the Program (collectively, the "Releasees") from or for, as applicable, from any and all claims, suits, actions, causes of action, liabilities, demands, damages, losses, judgments, debts, dues, payments, sums of money, liens, executions, responsibilities and accounts, costs, or expenses, of any nature whatsoever, including in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, asserted or unasserted, liquidated or unliquidated, whether past, present, or future, whether at law or in equity, that may be made by the Participant, Participant's family, estate, heirs or assigns (collectively, the "Releasors") arising in any way as a result of or in connection with the Participant's participation in the Program, wherever, whenever, or however the same may occur, including but not limited to actions for property damage, personal injury or wrongful death ("Claims"). Without limiting the generality of the foregoing, this waiver and release



includes, but is not limited to, (1) Claims relating to personal injury, illness, or death; (2) damage to, or loss or theft of, property (including, but not limited to, personal items, cars, and money); (3) the receipt of medical care or treatment for any physical or mental condition (which shall be at Participant's sole cost); (4) use of facilities, services, premises, and equipment; (5) exposure to inclement weather; and (6) involvement in accidents of any kind. Participant further covenants, promises and agrees not now or at any time in the future, directly or indirectly, to sue or bring any action against the Releasees for any Claims that are covered by the waiver and release set forth in this paragraph, including without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short and/or long-term effects of such injury and death) whenever arising, but it shall not apply to Claims arising solely from the gross negligence or willful misconduct of Releasees or any Releasee. Participant agrees that prior to Participant participating in any Program event or activity, Participant will inspect the facilities and equipment to be used, and if Participant believes that anything is unsafe, Participant will immediately advise an official of such condition(s) and Participant will not participate until such condition(s) is corrected.

- B. Participant hereby expressly waives all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. Participant is aware that said Section 1542 of the Civil Code provides as follows:

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

Participant hereby acknowledges, for itself and on behalf of each of the other Releasors, that the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement. Participant, for itself and each of the other Releasors, expressly acknowledges that this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove described. Participant, for myself and each of the other Releasors, acknowledges that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the claims released in this Section 5. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with such claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

- C. Participant acknowledges that Participant may later discover claims or facts in addition to or different from those which the Participant now knows or believes to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of



executing this Agreement, may have materially affected its terms. Nevertheless, Participant waives any and all Claims that might arise as a result of such different or additional claims or facts.

6. INTELLECTUAL PROPERTY RIGHTS.

- A. Participant hereby acknowledges and agrees, that, as between the Parties, RCX exclusively and in perpetuity owns and controls any and all rights to video tape, broadcast, telecast, film, exhibit, distribute, photograph, exploit, record, print or otherwise reproduce, and any and all rights to authorize others to do so, any film, audio, depiction, audio-visual, video, image, statistic, data (of any kind), photo or sound arising from, related to, or during any Program activity or event (the "Works") in any manner whatsoever, alone or in composite and/or conjunction with other materials, in any and all media, whether now known or hereafter devised ("Media"), in or by any manner, method or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including, without limitation, for any and all commercial purposes, including for purposes of advertising and promoting the Program.
- B. Participant hereby grants to RCX and the other Releasees the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform, license, sublicense, create derivative works from, and make any other uses of my or the Participant's image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of Participant ("Image"), in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described in the foregoing paragraph, or (ii) any advertising, promotion, publicity, operation or exploitation of Releasees or the Program (including, but not limited to, on the Website (as defined below) and in any Program or Releasees social media pages now known or hereinafter created.

7. AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT. Participant represents and warrants to the Releasees that Participant has full legal authority to complete and execute this Agreement, which may be completed and submitted via [MLSsoccer.com/mlsgo](https://mlssooccer.com/mlsgo) (the "Website") or a third party registration platform. By proceeding with such registration, Participant agrees that the terms of this Agreement shall apply to the Participant.

8. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

- A. THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM:
 - 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 ANY INJURY, DAMAGE, DEATH OR



DISABILITY RESULTING FROM PARTICIPATION BY THE PARTICIPANT IN THE PROGRAM, INCLUDING AS A RESULT OF THE NEGLIGENCE OF THE RELEASEES OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM;

- ii. THE USE OR THE INABILITY TO USE THE WEBSITE; ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR ANY 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.
- iii. PARTICIPANT EXPRESSLY AGREES THAT PARTICIPATION IN THE PROGRAM OR USE OF THE WEBSITE IS AT THE PARTICIPANT'S SOLE RISK. THE PROGRAM AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE RELEASEES 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.

B. The Releasees make no warranty that the Website's services will be uninterrupted, secure or error free. The Releasees do not guarantee the accuracy or completeness of any information in, or provided in connection with, the Website. The Releasees are not responsible for any errors or omissions, or for the results obtained from the use of such information. Participant understands and agrees 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 Participant 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.

- 9. INDEMNIFICATION. Participant agrees to indemnify and hold the Releasees harmless from any liability, claims, demands, costs, expenses, and attorneys' fees incurred by any of the Releasees as a result of (a) Participant, or any person on Participant's behalf, including the Releasors, asserting any claims arising from, relating to, or in connection with activities for which Participant has acknowledged and assumed risk under Section 4 and/or which is covered by the waiver and release set forth in Section 5; and (b) all claims and amounts related to legal and other actions brought against any of the Releasees, to the extent such claims are attributable to the gross negligence or willful misconduct of Participant or a violation or breach of this Agreement.
- 10. APPLICABLE LAW; CONSENT TO JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules.
- 11. USE OF PERSONAL INFORMATION. The Releasees may use Personal Information (as defined below) for the purposes of operating the Program, order processing, fulfillment, customer service, sending communications about MLS and MLS GO events, products and initiatives, and renewal or as otherwise described herein, in the MLS Privacy Policy located at <https://www.mlssoccer.com/legal/privacy-policy> ("MLS Privacy Policy"), the RCX Privacy Policy located at <https://rcxsports.com/privacy-policy/> (the "RCX Privacy Policy"), or in writing at the



time that such Personal Information was collected. Without limitation, Releasees may use any Personal Information for the purposes of promoting or marketing the Releasees' programs, services, and events. "Personal Information" shall include any information (including personally identifiable information) about users of the Website obtained by the Releasees, any information (including personally identifiable information) provided to the Releasees by myself or the Participant, and any information (including personally identifiable information) otherwise collected by the Releasees in connection with the Program. Participant hereby agrees to the terms of the MLS Privacy Policy and the RCX Privacy Policy (collectively, the "Privacy Policies"), and Participant acknowledges that the Releasees may share my Personal Information with third parties in accordance with the Privacy Policies. Participant further agrees that the Releasees and each of their respective clubs, affiliates, sponsors and partners, can use my and Participant's information and/or send to Participant marketing messages, newsletters, offers, additional information and other communications about their products and initiatives in accordance with the Privacy Policies.

12. **NO USE OF MARKS.** Participant understands that Participant shall have no right to use any of the MLS Marks (as defined below) or any of the RCX Marks (as defined below) for any purpose whatsoever. For the purposes of this Agreement, "MLS Marks" means the names, symbols, emblems, designs, and colors of the Program, MLS, and the MLS clubs, including, without limitation, the terms "Major League Soccer", "MLS", the MLS logo, the Program name and logo, as well as the full club names, nicknames, uniform designs, logos and slogans of the MLS clubs, and any other indicia adopted for commercial purposes by MLS, SUM, or any MLS club. For the purposes of this Agreement, "RCX Marks" means the names, logos, symbols, emblems, and designs of RCX and its affiliates and any indicia adopted for commercial purposes by RCX or any of its affiliates. Participant acknowledges and agrees that all right, title and interest in and to the MLS Marks and RCX Marks belong to SUM and RCX, respectively. Participant agrees that the MLS Marks and RCX Marks possess a special, unique and extraordinary character that makes the assessment of the monetary damages that would be sustained by their unauthorized use difficult. Notwithstanding anything to the contrary herein, Participant recognizes that irreparable injury would be caused by the unauthorized use of any of the MLS Marks or RCX 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. Participant recognizes that the great value and goodwill associated with the MLS Marks and RCX Marks belongs to SUM and RCX respectively and that such marks have secondary meaning.
13. **SEVERABILITY.** Participant further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
14. **ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES.** Participant agrees to be bound by this Agreement via handwritten signature or through electronic transmission (as applicable). If through electronic transmission, Participant agrees that when in the future Participant clicks on an "I agree," "I consent," or other similarly worded "button" or entry field with my mouse,



keystroke, or other computer device, Participant's agreement and consent to this Agreement will be legally binding and enforceable and the legal equivalent of my handwritten signature.

15. **COMPREHENSION OF AGREEMENT.** In entering into this Agreement, the parties represent that they have carefully read and fully understand the terms, conditions, and legal effects of this Agreement and voluntarily accept them. The parties each acknowledge that they had the right and opportunity to consult with legal counsel of their own choosing in connection with the negotiation, review, and execution of this Agreement. In addition, the parties agree that the language of this Agreement shall be construed neutrally and without regard for which party drafted the Agreement.

16. **DISPUTE RESOLUTION.**

- A. In the event of any dispute between Participant and RCX (1) regarding the meaning or interpretation of this Agreement or any matters relating to Participant's participation in the Program and (2) where Participant believes RCX has acted capriciously or arbitrarily, the Parties agree that such dispute shall be finally and conclusively resolved by confidential arbitration in the State of New York under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") existing as of the date of this Agreement, to a single arbitrator, who shall apply New York law to the dispute, regardless of any conflict of law principles.
- B. In the event Participant commences arbitration to resolve any dispute as contemplated by this Section, Participant shall pay all fees and costs associated with the arbitration, including RCX's reasonable attorneys' fees. In the event Participant prevails on all of Participant's claims in arbitration, RCX shall be responsible for its equal share of the arbitrator's fees and costs as well as its own attorneys' fees. Participant shall bear the burden on persuasion on all issues subject to arbitration. Participant expressly waives any and all rights to bring a lawsuit in state or federal court against RCX or to seek injunctive relief with respect to any dispute arising under this Agreement or any matter relating to Participant's participation in the Program. All questions as to the meaning of this Agreement or as to the arbitrability of any dispute shall be determined by the arbitrator, whose decision shall be final and binding and shall not be subject to judicial review. Judgment on any arbitration award may be entered by any court having jurisdiction.
- C. Participant agrees that all claims described in this Section must be pursued on an individual basis only. By signing this Agreement, Participant hereby waives their right to commence, or be a party to, any class or collective claims against the Releasors.

BY INDICATING PARTICIPANT'S ACCEPTANCE OF THIS AGREEMENT VIA THE WEBSITE (OR A THIRD PARTY REGISTRATION PLATFORM) OR BY SIGNING THIS AGREEMENT, PARTICIPANT IS AFFIRMING THAT PARTICIPANT HAS READ AND UNDERSTANDS THIS AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. PARTICIPANT UNDERSTANDS THAT THE PARTICIPANT, AND THE RELEASORS ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS EXECUTING/SIGNING THIS 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.



I have read this Agreement and understand its contents and intend to be legally bound hereby.

Signature: _____

Name (print full name): _____

Name(s) of Participant(s)

Address: _____

City: _____

State: _____ ZIP: _____

Email: _____ Phone: _____

IF PARTICIPANT IS LESS THAN 18 YEARS OF AGE, PARENT/GUARDIAN MUST COMPLETE: I affirm that I am the parent or legal guardian of the above individual and I have the authority to give this authorization to his/her signing and consent of the above Agreement which I have read and approve.

Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____