

MENTOR FLAG FOOTBALL – WAIVER OF CONDITION TO PARTICIPATE

Player Registration Agreement

I agree to the terms and conditions of this agreement (this “Player Registration Agreement”), and I agree, warrant and covenant as follows:

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 2019 Mentor Flag Football League Season (the “Program”); (ii) am of legal age and am freely signing this Player Registration 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.

2. RELEASE OF LIABILITY. In return for the Participant being allowed to participate in the Program, I release and agree not to sue the Mentor Flag Football League Inc. and its employees, officers, directors, sub- contractors, sponsors, agents, affiliates, and subsidiaries (collectively, the “Releasees”) 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 Releasees 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, death 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 Releasees for all claims arising out of Participant’s participation in the Program and all related activities. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the territory 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.

3. PHOTOS/BROADCASTING RIGHTS. I understand that Program-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 Releasees use Participant’s name and/or likeness free of charge in any manner and in any media (now known or hereafter developed) and for any purpose without compensation to me or Participant and that the Releasees may use the information provided herein for solicitation of Releasees’ programs/events.

4. 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. In addition, I hereby authorize, give permission and voluntarily consent to having the Releasees, medical and athletic training providers appointed by the Releasees and their respective employees or agents to arrange, direct, sign for and consent to all routine or emergency medical care and treatment necessary to preserve my child’s health in the event of accident, injury, sickness, etc. during participation in the Program. I acknowledge responsibility for reasonable charges in connection with the care and treatment rendered. I agree to the release of any medical records necessary for insurance purposes. I further acknowledge that the Releasees and medical and athletic training providers appointed by the Releasees have not made any guarantees as to the effect of such care and treatment rendered.

5. AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT. I represent and warrant to the Releasees that I have full legal authority to complete this Player Registration Agreement. 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.

6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES. THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM: PROGRAM PARTICIPATION. (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 PARTICIPATION BY THE PARTICIPANT IN THE PROGRAM; (ii) THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM; (iii) ANY GOODS OR SERVICES PURCHASED OR OBTAINED IN

CONNECTION WITH THE PROGRAM; 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.

I EXPRESSLY AGREE THAT PARTICIPATION IN THE PROGRAM IS AT THE PARTICIPANT'S OR MY, AS APPLICABLE, SOLE RISK. THE PROGRAM IS 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.

7. INDEMNIFICATION. I agree to indemnify and hold each of the Releasees 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 participation by Participant in the Program (including without limitation in connection with any medical treatment offered or given to Participant) or my and/or Participant's violation of any term of this Player Registration Agreement.

8. 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.

9. USE OF PERSONAL INFORMATION. The Releasees 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, Releasees may use any Personal Identifying Information for the purposes of promoting or marketing football-related programs, services, and events. The Releasees 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 Program registrants obtained by the Releasees via the Program's registration mechanism(s) or any information provided to the Releasees by registrants.

10. NO USE OF MARKS. I understand that I shall have no right to use the Mentor Flag Football Marks for any purpose whatsoever without the prior written approval of the relevant Releasees in each instance (such approval to be granted or withheld in the Releasees' sole discretion after a formal logo request process has been initiated by me).

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.