

PEFF Player Registration Agreement: Terms and Conditions

1. **PERMISSION TO PARTICIPATE.** I certify that I (i) am the parent or legal guardian of the child (Participant) being allowed to participate in PEFF, I 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 will 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 Primetime Elite Flag Football, and each of their respective employees, officers, directors, sub-contractors, sponsors, agents, affiliates, and subsidiaries 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 Participants participation in the Program, wherever, whenever, or however the same may occur. I understand and agree that PEFF is not responsible for any injury or property damage, 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.

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 PEFF use Participants 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 NFL Entities may use the information provided herein for solicitation of PEFF 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.

5. **AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT.** I represent and warrant to PEFF 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.

Compliance with Childrens Online Privacy Protection Act (COPPA). I represent and warrant that, in compliance with COPPA, I am over thirteen (13) years of age, and 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 the NFL Entities.

6. **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.** PEFF SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM:

A. **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; OR (ii) THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM.

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 PROGRAM OR USE OF THE WEBSITE IS AT THE PARTICIPANTS OR MY, AS APPLICABLE, SOLE RISK. THE NFL FLAG LEAGUE AND THE WEBSITE ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. 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.

PEFF make no warranty that the Websites services will be uninterrupted, secure or error free. PEFF does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Website. PEFF is 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 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.

7. INDEMNIFICATION. I agree to indemnify and hold each of PEFF 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 Participants use of the Website or the 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. PEFF 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. PEFF shall not use any Personal Identifying Information for 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 PEFF or any information provided to PEFF by registrants, magazine subscribers or other users of the Website.

10. PARTICIPATION DURING THE COVID-19 PANDEMIC. The Novel Coronavirus (COVID-19) is a very contagious airborne virus that can freely spread with sneezing or coughing and with person-to-person contact as well as simply through touching your mouth, nose or rubbing eyes before cleaning your hands. The CDC, WHO, local, state and federal health agencies advise physical distancing as a way to slow the spread of COVID-19. Complications of Coronavirus can include, but not limited to, severe illness, long term and/or permanent disabilities, exacerbation of pre-existing medical conditions or death. You or your child's participation in Primetime Elite Flag Football's program could increase the risk of contracting COVID-19. Primetime Elite Flag Football does not warrant that COVID-19 exposure or contraction will not occur through participation in Primetime Elite Flag Football's programs.

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

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.