

NFL Flag Football Player Waiver

In return for my child ("Participant") being allowed to participate in the NFL FLAG football program (the "Program"), I release and agree not to sue the National Football League, its member professional football teams, NFL Properties LLC, NFL Ventures L.P., and their employees, sub-contractors, sponsors, including agents, and affiliates, and subsidiaries (collectively, the "NFL Entities") from 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 those listed above 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. I am voluntarily allowing Participant to participate in the Program with knowledge of the danger 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. Permission is granted for Participant to receive emergency medical treatment, if needed. 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 parties use Participant's name and likeness free of charge in any manner 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. I am the parent or legal guardian of the Participant. I am of legal age and am freely signing this Agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies. I represent that I am a parent/legal guardian of the child named above, and I agree that the terms of this release are binding on me and the child.

(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 MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

By checking the box below, you agree, warrant and covenant as follows:

1. Authority to Register and/or to Act as Agent. You represent and warrant to The Active Network, Inc. ("Active") and the National Football League, its thirty-two member clubs, NFL Ventures L.P., NFL Properties LLC and their employees, sub-contractors, sponsors, including agents, and affiliates, and subsidiaries (collectively, the "NFL Entities") that you have full legal authority to complete this event registration on Active, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, you agree that the terms of this Registration Agreement shall apply equally to you and to any third parties for whom you are acting as agent. Compliance with Children's Online Privacy Protection Act (COPPA). You represent and warrant that, in compliance with COPPA, you are over thirteen (13) years of age, and that if you are registering a child under fourteen (14) years of age you are the parent of such child, and do hereby consent to the collection of such child's personal information by Active and the NFL Entities.
2. Limitation of Liability; Disclaimer of Warranties. NEITHER ACTIVE NOR THE NFL ENTITIES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVE OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH ACTIVE OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE IS AT YOUR SOLE RISK. ACTIVE 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 sites' services will be uninterrupted, secure or error free. Active does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Active sites. Active and the NFL Entities are not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Active sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.
3. Indemnification. You agree to indemnify and hold each of Active and the NFL Entities and their officers and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of Active or the violation of any term of this Liability Waiver or the Active Terms of Service by you.
4. Applicable Law; Consent to Jurisdiction. The Active sites (excluding linked sites) are controlled by Active from its offices within the State of California, United States of America. By completing this event registration, both you and Active 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 event registration, this Liability Waiver, or other use of the Active sites. You agree that exclusive jurisdiction for any dispute with Active resides in the courts of the State of California and you 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 YOU FURTHER AND EXPRESSLY CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION IN THE COURTS OF THE STATE OF NEW YORK.
5. Severability. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.
6. Synapse shall only use any Personal Identifying Information (as defined below) for the purpose of order processing, fulfillment, customer service, and renewal purposes. 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 Active's website provided to Synapse by Active or any information provided to Synapse by registrants, magazine subscribers or other users of Active's website.

Parent/Guardian Signature

Date