



NFL FLAG League Registration Agreement:

Terms and Conditions

By checking the box next to “Agree to terms and conditions of NFL FLAG Football League Registration Agreement,” I agree to the terms and conditions of this agreement (this “League Registration Agreement”), and I agree, warrant and covenant as follows:

1. AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT. I represent and warrant to The Active Network, Inc. (“Active”) and NFL Properties LLC, NFL Ventures L.P., the National Football League, its thirty-two member clubs (“Member Clubs”), and each of their respective employees, officers, directors, sub-contractors, sponsors, including agents, and affiliates, and subsidiaries (collectively the “NFL Entities”) that I have full legal authority to register a league (my “League”) on Active.com or any of its sister sites, including but not limited to <http://www.nflyouthfootball.com> (collectively, the “Active Network”). In addition, to the extent that I am registering my League 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 League 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 that, to the extent I am providing any information with respect to 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 and the use by Active and the NFL Entities of such information for solicitation of programs and events.

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 (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 ACTIVE AND THE NFL ENTITIES 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.

3. 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 from or relating to my use of the Active Network or the violation of any term of this League Registration Agreement or the Active Terms of Service (located at <http://www.activenetwork.com/terms-of-use.htm>) by me.

4. 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 League 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 League 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.**

5. 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 League Registration Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this League Registration Agreement and shall not affect the validity and enforceability of any remaining provisions.

6. USE OF PERSONAL INFORMATION. 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.

7. BACKGROUND CHECKS. I expressly agree that the NFL Entities shall have the right to perform routine background checks and screening procedures on me (or any third party (or parties) for whom I am acting as agent) or my League's coaches. Any falsification of my (or any third party's (or parties') for whom I am acting as agent) information or the information of my League's coaches will subject my League to possible removal from NFL Flag Football (such removal to be determined by the NFL Entities in their sole discretion).

8. 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 NFLOL 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 LEAGUE REGISTRATION AGREEMENT, I AM AFFIRMING THAT I HAVE READ AND UNDERSTAND THIS LEAGUE 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 LEAGUE 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.