



PLAYER PARTICIPATION AGREEMENT

RED Flag Football Tournament ("Tournament") by RED (Rehabilitation Enables Dreams, Inc.) Player Registration Agreement: Terms and Conditions.

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 individual ("Participant") registering to participate in the Tournament by RED; (ii) am of legal age (18-years of 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 me.

2. RELEASE OF LIABILITY.

In return for the Participant being allowed to participate in the Tournament, I release and agree not to sue RED and each of their respective employees, officers, directors, sub-contractors, sponsors, donors, agents, affiliates, and subsidiaries (collectively, the "Releasees") from or for, as applicable, all present and future claims that may be made by 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 Tournament, 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 Tournament, even if caused by their ordinary negligence. I understand that participation in the Tournament involves certain risks, including, but not limited to, serious injury, death or permanent disability. I am voluntarily participating in the Tournament with knowledge of the dangers involved and agree to accept all risks of such participation. I certify that I am in excellent physical health and may participate in strenuous and hazardous physical activities, including the football activities to be played in the Tournament.

I also agree to indemnify and hold harmless Releasees for all claims arising out of my participation in the Tournament and all related activities. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Tournament 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 the city of Atlanta, Fulton County, Georgia.

3. PHOTOS/BROADCASTING RIGHTS.

I understand that Tournament-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 the Participant and that the Releasees may use the information provided herein for solicitation of Releasees' programs/events. I further agree to let RED Inc. use the Participant's name and/or likeness free of charge on the Website (as defined below) in connection with any postings of team rosters or game stories.

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 Tournament.

In addition, I hereby authorize, give permission and voluntarily consent to having RED, medical and athletic training providers appointed by RED 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 health in the event of accident, injury, sickness, etc. during participation in the Tournament. 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 RED and medical and athletic training providers appointed by RED 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 on www.redflagfootball.com (the "Website"). In addition, to the extent that I am registering to participate in the Tournament, I represent and warrant that I am legally authorized to act on my own behalf in performing such registration.

6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM:

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

B. WEBSITE USE.

(i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) ANY DONATIONS TENDERED OR SPONSORSHIP CONTRIBUTIONS 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 USE, DATA OR OTHER INTANGIBLE.

I EXPRESSLY AGREE THAT PARTICIPATION IN THE TOURNAMENT OR USE OF THE WEBSITE IS AT THE PARTICIPANT'S, AS APPLICABLE, SOLE RISK. THE TOURNAMENT 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.

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. I understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Website is at Participant's own discretion and risk and that Participant will be solely responsible for any damage to Participant's 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 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 Tournament (including without limitation in connection with any medical treatment offered or given to Participant) and/or Participant's use of the Website or the violation of any term of this Player Registration Agreement or the Tournament Rules and Regulations by RED (located at www.redflagfootball.com) by me.

8. APPLICABLE LAW; CONSENT TO JURISDICTION.

This Player Registration Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflict of law rules. I expressly consent and agree to submit to the exclusive jurisdiction and venue of the Northern District of Georgia United States District Court or, for matters not susceptible of adjudication in the federal courts, the courts of the State of Georgia located in Fulton County, in all disputes arising out of or relating to this Player Registration Agreement.

9. 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.

10. 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 RED tournaments, 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 users of the Website obtained by the Releasees or any information provided to the Releasees by registrants or other users of the Website.

11. NO USE OF MARKS.

I understand that I shall have no right to use the RED Marks (as defined below) or RED Flag Football Marks (as defined below) for any purpose whatsoever without the prior written approval of the 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). For the purposes of this Agreement, "RED Marks" means the names, symbols, emblems, designs, and colors of Rehabilitation Enables Dreams (d.b.a. RED Inc.), including, without limitation, the terms "Rehabilitation Enables Dreams", "RED", "RED Flag Football", "RED Flag Football Tournament", "Stop Recidivism", the RED Flag Football Tournament Shield design, the RED FLAG Football Tournament trademarks as well as the full team names, nicknames, uniform designs, logos, slogans and any other indicia adopted for commercial purposes by RED For the purposes of this Agreement, "RED Flag Football Marks" means the names, logos, symbols, emblems, and designs of RED Flag Football and any indicia adopted for commercial purposes by RED Flag Football. I acknowledge and agree that all right, title and interest in and to the RED Marks and RED Flag Football Marks belong to RED and RED Flag Football respectively. I agree that the RED Marks and RED Flag Football 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 RED Marks or RED Flag Football 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 RED Marks and RED Flag Football Marks belongs to RED and RED Flag Football respectively and that such marks have secondary meaning.

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.