



Heads Up Football Membership Terms and Conditions Agreement
(Last Updated 2/21/2013)

This Membership Terms and Conditions Agreement (this “Agreement”) is by and between _____, a youth football league organization (the “HUF Org”) and USA Football, Inc., a not for profit corporation organized under the laws of the Commonwealth of Virginia with its principal place of business at 45 North Pennsylvania Street, Suite 700, Indianapolis, IN 46204 (“USA Football” or “USAF”).

1. Heads Up Football Membership.

1.1. USA Football shall provide HUF Org with USA Football’s then available suite of Heads Up Football Membership resources and benefits (the “HUF Resources” or “Services”), as described on USAFootball.com, and which USA Football may change from time to time in its sole discretion with or without notice.

1.2. In consideration for membership in USA Football’s Heads Up Football program (“HUF”), HUF Org shall fulfill the duties set out in Section 5 below.

2. Term. This Agreement is effective from the date of USA Football’s approval of HUF Org’s membership application (“Effective Date”) and shall terminate one year following the Effective Date. USA Football will provide email notification upon approval of HUF Org’s membership application.

3. Renewal. HUF Org may apply to renew its Membership on an annual basis by submitting an application and executing the then applicable USA Football HUF Membership Terms and Conditions Agreement, which terms and conditions (including registration and fee requirements) shall then govern the relationship between USA Football and HUF Org. If HUF Org is not in good standing, it may not be accepted as a HUF member the following year.

4. Application. HUF Org must submit an application to become a HUF member. HUF Org understands that USA Football may reject a HUF Org application in its sole discretion and without cause. HUF Org has no recourse if its application is rejected except to reapply the following year.

5. HUF Org Duties. After acceptance into HUF, HUF Org’s membership is probationary until the following requirements are met:

5.1. Nominate a Player Safety Coach. HUF Org must nominate a specific individual within the HUF Org to serve as HUF Org’s Player Safety Coach (“PSC”). HUF Org will ensure that its PSC fulfills the PSC duties as set forth in Exhibit A and each of the following requirements:

5.1.1. Completes USA Football’s Level 1 Certification or annual recertification course (collectively, the “Level 1 Coaching Course”) by July 31st;

5.1.2. Receives a green light under USA Football’s annual criminal background check;

5.1.3. Attends a USA Football Player Safety Coach training; and

5.1.4. Participates in continuing education opportunities.

- 5.1.5.** If PSC cannot complete the above requirements for any reason, HUF Org will nominate a new PSC within one week or as soon as reasonably possible, and inform USA Football immediately thereafter.
- 5.2. Require all coaches in the organization to become members of USA Football and complete the Level 1 Coaching Course Annually.** HUF Org agrees that each HUF Org head coach and assistant coach (or similar) will become a Coach member of USA Football and complete the Level 1 Coaching Course or recertification course no later than August 15th.
- 5.2.1.** If every head coach and assistant coach (or similar) participating with HUF Org has not completed the Level 1 Coaching Course by this deadline, USA Football will give HUF Org a thirty-day notice of potential membership cancellation. If after thirty (30) calendar days from such notice, HUF Org still has not complied with this Section, then USA Football may terminate the Membership of HUF Org and its coaches and players without a refund of membership dues. In the event a coach joins HUF Org after the first game of HUF Org's season, such coach shall promptly (and in no event later than thirty (30) calendar days after joining) complete the Level 1 Coaching Course in order for the HUF Org to remain in good standing.
- 5.3. Pay Membership Fees.** HUF Org (or HUF Org participants) shall pay USA Football five dollars (\$5.00) per coach completing the membership registration described in Section 5.2 above. Such membership fees are non-refundable and shall be paid in full no later than the first game of HUF Org's season. Payment may be made by HUF Org or individual HUF Org participants, depending on the registration method chosen by HUF Organization.
- 5.4. HUF Coaches Clinic.** Conduct a preseason Heads Up Football Coaches Clinic for all coaches led by the Player Safety Coach.
- 5.5. HUF Parents/Players Clinic.** Conduct a preseason Heads Up Safety Clinic for all parents and players led by the Player Safety Coach.
- 5.6. Insurance.** Throughout the term of its Membership (including any extensions thereof), HUF Org shall provide and maintain, at its expense, the following insurance policies:
- 5.6.1.** Commercial General Liability (GL) Insurance with limits not less than \$1,000,000 each occurrence. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, sexual abuse and molestation, property damage and bodily injury liability (including death). Policy shall include HUF Org's coaches as named insureds, and the certificate of insurance required under Section 5.5 shall provide evidence of such named insured status for HUF Org's coaches. Policy shall also include coverage for liability arising out of the use of independent contractors, volunteers and temporary employees..
- 5.6.2.** Accident and Health (A&H) Insurance covering all participants and officials in HUF Org's program, with limits **not** less than \$25,000 per participant for Accident Medical coverage and \$10,000 per participant for Accidental Death and Dismemberment (AD&D) coverage.

In addition, HUF Org is strongly encouraged, but not required, to secure Directors and Officers (D&O) insurance with limits of not less than \$1,000,000 each occurrence covering legal costs, judgments and settlements resulting from suits and other legal proceedings brought against HUF Org's board of directors (or similar), officers (or similar) or the insured entity itself for allegations

of wrongful acts, errors and omissions. Coverage should include Employment Practices Liability coverage (EPL). EPL coverage protects HUF Org's board members and officers (or similar) against claims alleging harassment and discrimination suits, such as discrimination against a HUF Org participant, coach or other constituent; or wrongful termination of an official, coach or volunteer.

All such insurance required above shall be (1) considered primary with respect to claims arising out of HUF Org's sanctioned and approved activities including games, practices, camps and clinics and (2) shall be written by insurance companies that are satisfactory to USA Football. The insurance company must have and maintain a financial rating of (A) by A.M. Best rating service and must be licensed to do business in the state where activities are scheduled.

USA Football shall be named as an additional insured on the GL policy and HUF Org shall not allow any of the required policies to be materially changed, reduced or cancelled unless HUF Org provides thirty (30) days prior written notice thereof to USA Football. Upon execution of this Agreement, HUF Org shall provide USA Football with a certificate of insurance confirming that the appropriate insurance is in place, that USA Football has been named as an additional insured party, and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

5.7. Compliance. HUF Org understands, acknowledges and agrees that it will comply with all laws, regulations and other legal standards applicable to its performance under this Agreement and its delivery of football games, practices, events or other programs. HUF Org will exercise due care and act in good faith at all times in its performance under this Agreement and its delivery of football games, practices, events or other programs.

6. Recommended HUF Org Steps:

- 6.1.** Background check all adults who have routine access to minors;
- 6.2.** Enroll in the Heads Up Football league insurance program;
- 6.3.** Adopt the USAF Football online league management system;
- 6.4.** Nominate assistant PSCs to assist the primary PSC, especially if HUF Org has a large organization and/or multiple practice facilities;
- 6.5.** Encourage all parents and players to register for their complimentary USA Football membership and complete USA Football's Heads Up Football Safety Course;

- 6.6.** Encourage all parents, players and coaches to download the Heads Up Football mobile app.
- 6.7.** Adopt the USA Football Youth Football Rulebook; and
- 6.8.** Obtain USA Football's individual coach insurance as an additional layer of protection.

HUF Org's signatory warrants that he or she has the express authority to bind HUF Org to the Terms and Conditions of this Agreement set forth above and to the Additional Terms and Conditions that are set forth on the following pages.

Signature: _____

Printed Name: _____

Title: _____

Name of Organization: _____

Date: _____

Additional Terms and Conditions

7. Sharing and Disclosure of Personal Information; Requests for Notifications or Emails.

- 7.1.** USA Football will not sell or rent HUF Org’s contact information (“HUF Org Information”) or the personal information of any HUF Org player, parent, coach, game official or administrator (“HUF Org Participant Information”) to any individual, business or government entity. Except as otherwise set forth in this Agreement, USA Football will share HUF Org Information or HUF Org Participant Information with third parties only with HUF Org’s consent to share such information. By signing up for HUF Org Membership, HUF Org consents to use of HUF Org Information and HUF Org Participant Information if it is: (i) required to complete a transaction or perform a service on HUF Org’s behalf or that HUF Org has requested, (ii) required as part of the terms and conditions for a particular service or (iii) being shared to facilitate programs and initiatives that are offered by USA Football jointly with affiliates or partners to enhance USA Football’s ability to serve HUF Organization.
- 7.2.** USA Football will share HUF Org Information and/or HUF Org Participant Information with other entities should HUF Org request USA Football to share such information. USA Football will also share HUF Org Information and/or HUF Org Participant Information with other entities if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third parties; (d) respond to HUF Org’s requests for customer service; or (e) protect the rights, property or personal safety of USAF, its users and the public.
- 7.3.** USA Football may, from time to time, share information in the aggregate form with others. This information would not contain any personal information. It would typically be of a demographic nature, such as how many users reside in any zip code or area code.

8. USA Football’s Intellectual Property Rights.

- 8.1.** Except as set forth in Section 8.2 below, HUF Org agrees not to use, distribute, sell, license or create derivative works from, or allow any third party to do any of the foregoing, any of USA Football's logos, marks, names or copyrighted or trademarked material (collectively, “USAF Marks”), including but not limited to graphic files and software available on USA Football’s web site(s).
- 8.2.** USA Football grants HUF Org a limited, revocable, non-exclusive right to use USAF Marks specifically provided to HUF Org to display on HUF Org’s website or at its football games, practices, events or other programs. Such use shall be subject to the terms of this Agreement and to any limitations communicated by USA Football at any time and may be suspended, revoked or terminated by USA Football at any time for any reason. Any USAF Marks or materials used by HUF Org shall be and remain at all times the sole and exclusive property of USA Football. USAF Marks may not be revised or altered in any way and must be displayed in the same form as produced and provided by USA Football (including the use of applicable trademark and/or copyright notices). USAF Marks must be used in a professional and lawful manner and may not be used in any manner that (1) discredits USA Football or its partners or affiliates or tarnishes any of their reputations or goodwill, (2) is false or misleading, including any mischaracterization of the relationship between USA Football and HUF Organization, or (3) violates the rights of others or public policy.

- 9. Indemnification Obligations.** HUF Org agrees to indemnify, defend and hold USA Football, the National Football League, its member professional football teams and clubs, NFL Properties LLC,

NFL Ventures, L.P., the NFL Foundation, the National Football League Players' Association and their respective subsidiaries, affiliates, officers, directors, employees, agents, co-branders and other partners (collectively, the "USA Football Parties") harmless from and against any and all liabilities, losses, damages, penalties, costs or expenses, including any and all settlements and reasonable costs and attorney's fees, arising from any claim, action or proceeding (collectively, "Claim" or "Claims") resulting from or arising out of any one or more of the following:

- 9.1. Injury or death of a person or damage or loss of property (or allegations of any of the foregoing) resulting from the negligence or willful misconduct of HUF Organization, or any person acting on its behalf in the delivery of football games, practices, events or other programs;
- 9.2. Any and all breaches or defaults by HUF Org of any of its obligations or inaccuracy of any representation or warranty of HUF Org under this Agreement;
- 9.3. Any negligent or more culpable acts or omissions by HUF Organization, its officers, directors, employees, agents and representatives, and anyone under HUF Org's direction and control for whose acts HUF Org may be legally liable; or
- 9.4. Any and all unauthorized use of any USAF Marks.

10. **No Warranties.** HUF ORG AGREES THAT ITS USE OF THE SERVICES SHALL BE AT ITS SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE USA FOOTBALL PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND HUF ORG'S USE THEREOF. THE HUF MEMBERSHIP SERVICES AND THE RELATED SOFTWARE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES WHATSOEVER (EITHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USA FOOTBALL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF HUF RESOURCES, THE USAFOOTBALL.COM SITE (THE "SITE") OR OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ITS ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF USA FOOTBALL'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. USA FOOTBALL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND USA FOOTBALL WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, HUF ORG SHOULD USE ITS BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

11. Limitation of Liability. IN NO EVENT SHALL THE USA FOOTBALL PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ITS ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ITS USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, USA FOOTBALL'S CUMULATIVE LIABILITY TO HUF ORG FOR ANY AND ALL CLAIMS RELATING TO THIS AGREEMENT OR THE USE OF THE MEMBERSHIP SHALL NOT EXCEED THE TOTAL AMOUNT OF MEMBERSHIP FEES PAID BY HUF ORG DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING A CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS PARAGRAPH MAY NOT APPLY TO HUF ORG.

12. Termination. USA Football may terminate HUF Org's access to the Membership, its account, its password or this Agreement for cause or no cause, with or without written notice to HUF Organization. Upon termination, HUF Org will have no right to use the Services or access any stored content associated with its membership (and any such content will be forfeited), and will immediately cease and desist from using any USAF Marks. In addition, within thirty (30) days of termination at its cost, HUF Org shall return to USAF, in its original condition, all signage and/or other marketing materials provided by USAF to HUF Org. If such signage and marketing materials are not returned, or not returned in their original condition, HUF Org shall reimburse USAF for the replacement cost of such signage and/or other marketing materials. If HUF Org is dissatisfied with this Agreement or any terms, policies or practices of USA Football in operating the Membership, any content available through the Membership, or any changes to this Agreement or Membership, its sole recourse is to cancel HUF Org's Membership account properly, including paying any outstanding membership fees due to USAF at the time of cancellation. Cancellation will be effective immediately upon USA Football's receipt of a cancellation request.

13. Jurisdiction. This Agreement shall be governed by the laws of the State of Indiana, without regard to its conflicts of laws principles. HUF Org agrees to submit to the personal and exclusive jurisdiction of the state and federal courts located within the county of Marion County, Indiana.

14. Miscellaneous.

14.1. Entire Agreement. This Agreement and USA Football's other agreements and policies posted on USA Football's web site(s) at any time and from time to time constitute the entire agreement between HUF Org and USA Football with respect to HUF Org's use of the Services and use of the USA Football web site(s) and replace all prior agreements (whether oral or written) between the parties relating to such subject matter. USA Football may revise, amend or modify this Agreement at any time and in any manner.

- 14.2. Notice.** Notice of any revision, amendment or modification will be posted on USA Football's web site and/or on HUF Org's start pages and/or by email and/or in various publications and mailings to HUF Org.
- 14.3. Severability.** Except as otherwise expressly provided in this Agreement, if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such invalidity, voidness or unenforceability materially alters the purposes of this Agreement.
- 14.4. Relationship.** USA Football and HUF Org are separate entities and do not create an association. Nothing in this Agreement shall constitute or be deemed to constitute USA Football, on the one hand, and HUF Org on the other, as partners, joint venturers or principal and agent. HUF Org has no authority to enter into any agreements or contracts on behalf of USA Football, or to bind USA Football in any way, and shall not represent, either explicitly or implicitly, that it possesses any such authority.
- 14.5. Assignment; Successors and Assigns.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.
- 14.6. Waivers.** The observance of any terms of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but any such waiver shall be effective only if in a writing signed by the party against which such waiver is to be asserted. Except as otherwise specifically provided in this Agreement, no delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of, nor any single or partial exercise of, any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege under this Agreement.

Exhibit A

Player Safety Coach Job Description

The Player Safety Coach does not have a team coaching responsibility and instead takes on the role of coaching mentor and parent liaison, especially for Heads Up Tackling and other player safety concerns. Specific responsibilities include:

- Ensure that all coaches have completed the USA Football Level 1 Coach Certification
- Conduct a preseason Heads Up Coaches clinic for all HUF Org coaches (includes equipment fitting, proper tackling, reducing helmet contacts and concussion education)
- Conduct a Player Safety clinic for all HUF Org parents and players (includes equipment fitting, proper tackling, reducing helmet contacts and concussion education)
- Assume responsibility for checking that coaches are using practice plans, teaching Heads Up Tackling and using the Levels of Contact approach to reduce helmet contacts in practices;
- Attend on-field practices to provide guidance to coaches and support the teachings from the Heads Up Coaches clinic;
- Act as an on-field expert, spot-checker and parent liaison for Heads Up Football safety and other player safety issues at games;
- Serve as the HUF Org point of contact for emerging player health and safety recommendations, particularly from USA Football, NFL and CDC; and
- Communicate HUF Org concerns, questions and successes to club commissioner and USA Football through Player Safety Coach dashboard (provided by USA Football).

Heads Up Football Player Safety Coach Profile

In order to perform successfully as the Player Safety Coach, the individual selected by each organization will need to have the respect of coaches and parents in the league and be viewed as a credible leader and resource. USA Football recommends commissioners look for the following characteristics in a Player Safety Coach:

- An experienced, credible coach who has coached multiple age levels, has the respect of other coaches and parents and is committed to promoting a better, safer game;
- Reputation as a role model for players and responsive to parent questions and concerns;
- Demonstrated leadership qualities, specifically around teaching and interacting with coaches, parents and players;
- Willingness and commitment to learn new best practices and teach them to other coaches;
- Commitment to the organization and interest in taking on a more involved role; and
- Potential candidate for a commissioner or board member role in the future.