



## NHL STREET Volunteer Agreement (Terms and Conditions)

I agree to the terms and conditions of this agreement (this “Volunteer Agreement”), and I agree, warrant and covenant as follows:

### 1. PERMISSION TO PARTICIPATE; CONDUCT.

- a. I certify that I (i) am being allowed to participate as a volunteer (e.g. coach, assistant coach, etc.) in the National Hockey League (“NHL”) branded youth non-contact street/ball hockey program known as “NHL STREET” (the “Program”), administered by RCX Sports LLC (“RCX”) or a local league organizer (“League Operator”); (ii) am of legal age and am freely signing this Volunteer Agreement without any inducement or assurance of any nature; and (iii) have read this Volunteer Agreement and understand that, by signing this Volunteer Agreement, I may be giving up certain legal rights and remedies. I agree that the terms and conditions of this Volunteer Agreement are binding.
- b. As a condition to being allowed to participate as a Program volunteer, I agree to comply (i) with all current and future RCX, League Operator, and/or Program rules and policies (collectively, “Program Rules”), including personal conduct rules, any applicable code of conduct, and mandatory training/certification (e.g. SafeSport); and (ii) with all federal, state, and local laws applicable to my participation in the Program. I understand and acknowledge that RCX and/or the League Operator (as applicable) may terminate my participation in the Program or any Program activity at any time in its sole and absolute discretion and that this Volunteer Agreement does not guarantee any level of involvement in the Program.
- c. I acknowledge and agree that as a Program volunteer, I will not receive any salary, wages, expense reimbursement, or other compensation, and I will not be entitled to any employment benefits, including but not limited to any medical, 401(k), or other benefits, and is not and will not act as an “employee” of RCX or the NHL.

2. COVID-19 ASSUMPTION OF RISK. I understand and acknowledge that the novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is an extremely contagious respiratory disease that can result in serious illness or death. The virus is believed to spread primarily between individuals who are in close contact with each other (within about six feet) and it may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes. Federal, state and local governments, as well as federal, state and local health agencies, have issued various stay-at-home orders and other rules, regulations and guidelines with respect to social distancing and the restrictions or limitations on the congregation of groups of people, the reopening of businesses and the restart of sports and sports leagues. I understand and acknowledge that the Program has put in place preventative measures to reduce the spread of COVID-19 and I expressly agree that I shall abide by any rules and regulations implemented by the Program to carry out those measures; however, I understand that the Program cannot guarantee that I will not be exposed to or contract COVID-19. By participating in the Program, I knowingly and of my own free will assume the risk of being exposed to or contracting COVID-19 and I understand that I could be increasing my risk of exposure to or contracting COVID-19, which I am fully aware could result in personal injury, illness, permanent disability or death. I voluntarily accept sole responsibility for any injury or damage to myself or any family or



household member including without limitation personal injury, illness, permanent disability or death arising out of or relating to my participation in the Program.

3. **RELEASE OF LIABILITY.** In return for me being allowed to participate in the Program, I, on behalf of myself, and each of the other Releasors (as defined below), hereby release and agree not to sue RCX, the NHL, each of the NHL member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Enterprises, Inc., National Hockey League Enterprises Canada, Inc., NHL Interactive CyberEnterprises, LLC, any sponsors or partners of the foregoing, and each of the respective subsidiaries, related entities and other affiliates of any of the foregoing, and each of their respective predecessors, successors and assigns, and each of their respective past, present or future, direct or indirect, officers, directors, governors, owners, members, managers, shareholders, partners, partnerships, principals, employees, volunteers, representatives, agents and trustees (collectively, the "Releasees") from or for, as applicable, all present and future liabilities, claims and causes of action of any kind, whether at law or in equity, that may be made by me, my family, estate, heirs or assigns (collectively, the "Releasors") arising as a result of or in connection with the my participation in the Program, wherever, whenever, or however the same may occur, including but not limited to actions for property damage, personal injury, illness, permanent disability or wrongful death, including without limitation such property damage, personal injury, illness, permanent disability or wrongful death arising from the direct or indirect exposure to or contracting of COVID-19 or any other contagious or infectious disease or virus. I understand and agree that the Releasees are not responsible for any death, 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, concussion, serious injury, death or permanent disability, as well as the risks described above in Section 2. I am voluntarily participating in the Program 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 coaching street/ball hockey and volunteering/participating in street/ball hockey activities and related events.

I also agree to indemnify and hold harmless Releasees for all liabilities, claims, damages, causes of action, costs and expenses of any kind arising out of or in connection with my participation in the Program or any all related activities. I understand that this release and indemnification 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 Volunteer Agreement is invalid, the remainder will continue in full legal force and effect.

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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

I hereby acknowledge, for myself and on behalf of each of the other Releasors, that the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement. I, for myself and each of the other Releasors, expressly acknowledges that this Volunteer Agreement shall be given full force and effect in accordance



with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove described. I, for myself and each of the other Releasors, acknowledges that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the claims released in this Section 3. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with such claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

4. **INTELLECTUAL PROPERTY RIGHTS.** I hereby acknowledge and agree, that RCX exclusively and in perpetuity owns and controls any and all rights to video tape, broadcast, telecast, film, exhibit, distribute, photograph, exploit, record, print or otherwise reproduce, and any and all rights to authorize others to do so, any film, audio, depiction, audio-visual, video, image, statistic, data (of any kind), photo or sound arising from, related to or during any Program event (the "Works") in any manner whatsoever, alone or in composite and/or conjunction with other materials, in any and all media, whether now known or hereafter devised ("Media"), in or by any manner, method or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including, without limitation, for any and all commercial purposes, including for purposes of advertising and promoting the Program.

I hereby grant to RCX and the other Releasees the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform and make any other uses of my image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of me, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described in the foregoing paragraph; (ii) any advertising, promotion, publicity, operation or exploitation of Releasors or the Program and (iii) on the Website (as defined below) in connection with any postings of team rosters or game stories.

5. **EMERGENCY MEDICAL TREATMENT.** Permission is hereby granted for me 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.

In addition, I hereby authorize, give permission and voluntarily consent to having RCX, medical and athletic training providers appointed by RCX 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 Program. 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 RCX and medical and athletic training providers appointed by RCX have not made any guarantees as to the effect of such care and treatment rendered.



6. **AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT.** I represent and warrant to the Releasees that I have full legal authority to complete and submit this Volunteer Agreement, which may, in RCX's discretion, be submitted via <https://www.nhlstreetevents.com> or through an authorized third-party partner's website or platform (collectively, the "Website"). If this Volunteer Agreement is completed or submitted via the Website, I represent and warrant that, in compliance with the Compliance with Children's Online Privacy Protection Act, I am over thirteen (13) years of age.
  
7. **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES. THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM:**
  - A. 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 ANY INJURY, DAMAGE, DEATH OR DISABILITY RESULTING FROM MY PARTICIPATION IN THE PROGRAM, OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM;
  
  - B. THE USE OR THE INABILITY TO USE THE WEBSITE; ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR ANY 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 MY SOLE RISK. THE PROGRAM 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 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.

8. **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 my participation in the Program (including without limitation in connection with any medical treatment offered or given



to me) or my use of the Website or my violation of any term of this Volunteer Agreement or the Program Rules.

9. **APPLICABLE LAW; CONSENT TO JURISDICTION.** This Volunteer Agreement shall be governed by and construed in accordance with the laws of the State in which the Program is taking place, excluding its conflict of law rules. I expressly consent and agree to submit to the exclusive jurisdiction and venue of the United States District Court for the District in which the Program is taking place or, for matters not susceptible of adjudication in the federal courts, the courts of the State of and county in which the Program is taking place, in all disputes arising out of or relating to this Volunteer Agreement.
10. **SEVERABILITY.** I further expressly agree that this Volunteer Agreement is intended to be as broad and inclusive as is permitted by law and that if any provision of this Volunteer Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Volunteer Agreement and shall not affect the validity and enforceability of any remaining provisions.
11. **USE OF PERSONAL INFORMATION.** The Releasees may use Personal Information (as defined below) for the purposes of order processing, fulfillment, customer service, and renewal or as otherwise described herein, in the NHL STREET Privacy Policy located at [LINK], or in writing at the time that such Personal Information was collected. In addition, Releasees may use any Personal Information for the purposes of promoting or marketing the Releasees' programs, services, and events. "Personal Information" shall include any information about users of the Website obtained by the Releasees or any information provided to the Releasees by registrants, magazine subscribers or other users of the Website.
12. **NO USE OF MARKS.** I understand that I shall have no right to use any of the NHL Marks (as defined below) or any of the RCX 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 request process has been initiated by me). For the purposes of this Agreement, "NHL Marks" means the names, trademarks, service marks, copyrights and other intellectual property of the National Hockey League ("NHL") and its NHL member clubs including, but not limited to, the terms "National Hockey League", "NHL", "NHL STREET" and the corresponding logos, and the names, symbols, color schemes, uniforms and other insignia of the NHL member clubs. For the purposes of this Agreement, "RCX Marks" means the names, logos, symbols, emblems, and designs of RCX and its affiliates and any indicia adopted for commercial purposes by RCX or any of its affiliates. I acknowledge and agree that all right, title and interest in and to the NHL Marks and RCX Marks belong to the NHL and RCX, respectively. I agree that the NHL Marks and RCX Marks possess a special, unique and extraordinary character that makes the assessment of the monetary damages that would be sustained by their unauthorized use difficult. Notwithstanding anything to the contrary herein, I recognize that irreparable injury would be caused by the unauthorized use of any of the NHL Marks or RCX 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 NHL Marks and RCX Marks belongs to the NHL and RCX respectively and that such marks have secondary meaning.

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

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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