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- Privacy Policy/Personal Information/Communication Policy
- The Refund Policy
- The Force Majeure Policy
- The Falsifying Information Policy
- The Weather Policy
- The Jersey, Flag, Jersey Lettering, and Merchandise Policy
- The Parent Code of Conduct
- Concussion Awareness

and all rules, regulations, standards, codes of conduct, policies, procedures, and other documents, amendments, supplements or directions located on the Website and at the above links or provided from time to time by RCX SPORTS FOUNDATION (collectively, the “**RCX SPORTS FOUNDATION Rules**”) all of which are incorporated by reference, govern your (i) access to and use of the Website, and (ii) registration with, or participation in, any services offered by RCX SPORTS FOUNDATION (collectively, “**Services**”), including your registration with, or your child/ward’s participation in, any youth flag football leagues, camps and tournaments of RCX SPORTS FOUNDATION. RCX SPORTS FOUNDATION may revise these Terms and Conditions, including any RCX SPORTS FOUNDATION Rules, at any time, without notice to you, such changes to be effective immediately upon posting on the Website. If you do not agree to these Terms and Conditions, which include the Privacy Policy, the Refund Policy, the Force Majeure Policy, the Falsifying Information Policy, the Weather Policy, the Jersey, Flag, Jersey Lettering, and Merchandise Policy, the Parent Code of Conduct and any other RCX SPORTS FOUNDATION Rules, you are not granted permission to access or use this Website or the Services and must exit immediately.

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As described further in the Privacy Policy, the Website is offered and available to users who are 13 years of age or older. RCX SPORTS FOUNDATION does not knowingly market to children under the age of 13. By using the Website or receiving the Services, you represent and warrant that you meet the foregoing eligibility requirement. If you do not meet this requirement, you must not access or use this Website.

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Without limiting the generality of the foregoing, RCX SPORTS FOUNDATION shall have the right to:

- Remove or refuse to post any Submissions for any or no reason in its sole discretion;
- Take any action with respect to any Submissions that RCX SPORTS FOUNDATION deems necessary or appropriate in its sole discretion, including if RCX SPORTS FOUNDATION believes that such Submission violates these Terms and Conditions, infringes any intellectual property right or other right of any person or



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entity, threatens the personal safety of users of the Website or the public or could create liability for RCX SPORTS FOUNDATION;

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and/or
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms and Conditions.

Without limiting the foregoing, RCX Sports Foundation, RCX SPORTS FOUNDATION has the right to fully cooperate with any law enforcement authorities or court order requesting or directing RCX SPORTS FOUNDATION to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS RCX SPORTS FOUNDATION AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

PROHIBITED USES

All users who access, view or otherwise use the Website agree not to do any of the following:

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ii. Use the website for any purpose related to marketing, solicitation, or commercial exploitation of any image or other website Material express prior consent with RCX SPORTS FOUNDATION, including any commercialized reproduction, distribution, publishing, or creation of derivative works, which is strictly prohibited;

iii. Use the website to copy, publish or send mass mailings or spam;

iv. To interfere in any way with the Website's or attempting to use the Website's services to gain unauthorized access to an other computer system.

v. Access, tamper with, or use non-public areas of RCX SPORTS FOUNDATION's services, RCX SPORTS FOUNDATION's computer systems, or the technical delivery systems of RCX SPORTS FOUNDATION's service providers;

vi. Interfere with the normal operations of the Website or other user's access the Website, including transmitting any virus or harmful code, flooding the Website with excessive requests or traffic, or taking any another action that creates (in RCX SPORTS FOUNDATION's sole estimation) an unreasonable or disproportionately large load on RCX SPORTS FOUNDATION's servers or systems;



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vii. Use any robot or any automatic or manual process to monitor or extract data from the Website without RCX SPORTS FOUNDATION's express prior written permission;

viii. Use any meta-tags or other hidden text or metadata containing any RCX SPORTS FOUNDATION trademark, service mark, product name, or URL without RCX SPORTS FOUNDATION's express prior written permission;

ix. Breach, disable or circumvent any security or authentication measure on or in connection with the Website;

x. Use any trademarks, service mark, product name, logo, trade dress, or design that is in an way confusingly similar to any RCX SPORTS FOUNDATION trademark, service mark, product name, or logo, or to the look and feel of the Website; or

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RCX SPORTS FOUNDATION reserves the right to change, modify, add, remove or discontinue any and all of the Website Materials or the Website or the Services in whole or part, temporarily or permanently, with or without notice, for any reason or no reason, at any time in RCX SPORTS FOUNDATION's sole discretion. RCX SPORTS FOUNDATION will not be liable to you or any third party for any damages or losses of any kind resulting directly or indirectly from any changes made by RCX SPORTS FOUNDATION to the Website or any of the Website Materials or the Services.

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By continuing to use the Website or receive the Services after any changes to the Website, Website Materials, or these Terms and Conditions, you agree to such changes and/or the updated Terms and Conditions. If you do not agree to any changes made by RCX SPORTS FOUNDATION to the Website, Website Materials, or these Terms and Conditions, you will no longer be permitted to use the Website or receive the Services.

LIMITATIONS ON CLAIMS

Any cause of action you may have with respect to your use of this Website or receipt of the Services must be commenced within six (6) months after the claim or cause of action arises.

TERM AND TERMINATION

Without limiting its other remedies, RCX SPORTS FOUNDATION may immediately discontinue, suspend, terminate, or block your and any user's access to this Website or receipt of the Services at any time in RCX SPORTS FOUNDATION's sole discretion.

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ARBITRATION

(READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS) ANY DISPUTE, CLAIM, QUESTION, CONTROVERSY OR DIFFERENCE RESULTING FROM THE USE OF THIS WEBSITE, THESE TERMS AND CONDITIONS OR THE RECEIPT OF SERVICES, INCLUDING, BUT NOT LIMITED TO, PERFORMANCE, TERMINATION, CANCELLATION, VALIDITY OF THESE TERMS AND CONDITIONS, OR ENFORCEMENT OF THESE TERMS AND CONDITIONS, SHALL BE REFERRED TO AND FINALLY RESOLVED BY BINDING ARBITRATION THROUGH THE AMERICAN ARBITRATION ASSOCIATION (“**AAA**”) PURSUANT TO THE RULES OF AAA. IN THE EVENT OF A DISPUTE, A USER OF THE WEBSITE AND/OR SERVICES MAY DELIVER A NOTICE TO RCX SPORTS FOUNDATION THAT USER INTENDS TO SUBMIT SUCH DISPUTE TO ARBITRATION TO Registrations@nationalflagfootball.com (“**ARBITRATION NOTICE**”). THE ARBITRATION NOTICE MUST SET OUT THE BASIS FOR THE DISPUTE AND REASONABLE DETAILS TO SUPPORT THE EXISTENCE OF A DISPUTE.

WITHIN TEN (10) DAYS OF RCX SPORTS FOUNDATION’S RECEIPT OF THE ARBITRATION NOTICE, THE PARTIES TO THE DISPUTE SHALL ATTEMPT TO APPOINT A MUTUALLY ACCEPTABLE ARBITRATOR. IF THE PARTIES ARE UNABLE TO AGREE ON AN ARBITRATOR, THEN EACH PARTY SHALL EACH CHOOSE AN ARBITRATOR FROM A LIST PROVIDED BY THE AAA. THE TWO ARBITRATORS SO SELECTED SHALL THEN SELECT A THIRD ARBITRATOR MUTUALLY SATISFACTORY TO THEM FROM THE LIST PROVIDED BY THE AAA. THE SINGLE ARBITRATOR SO SELECTED BY THE AFORESAID PROCEDURE SHALL HEAR THE DISPUTE AND DECIDE IT.

THE ARBITRATION TRIBUNAL SHALL CONSIST OF A SINGLE ARBITRATOR. THE ARBITRATION PROCEEDINGS SHALL BE HELD AT THE OFFICE OF THE AAA CLOSEST TO RCX SPORTS FOUNDATION’S PRINCIPAL EXECUTIVE OFFICE IN OAKLAND COUNTY, STATE OF MICHIGAN ON THE DATE OF THE ARBITRATION NOTICE, OR SUCH OTHER PLACE MUTUALLY AGREED BY THE PARTIES AND ARBITRATOR. ALL DISPUTES REFERRED TO ARBITRATION (INCLUDING THE SCOPE OF THE AGREEMENT TO ARBITRATE AND CONFLICT OF LAWS DISPUTES) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN. THE PARTIES SHALL BE ENTITLED TO DISCOVERY IN ACCORDANCE WITH THE FEDERAL RULES OF CIVIL PROCEDURE.

EACH PARTY SHALL INITIALLY BEAR AN EQUAL PORTION OF THE ADMINISTRATIVE COSTS OF ARBITRATION, INCLUDING ARBITRATOR’S FEES. HOWEVER, AT THE CONCLUSION OF THE ARBITRATION PROCEEDINGS, AND AS PART OF THE ARBITRATION AWARD, IN ADDITION TO ANY OTHER DETERMINATIONS AUTHORIZED BY THIS AGREEMENT, THE ARBITRATOR SHALL HAVE THE JURISDICTION TO AWARD THE COSTS OF THE ARBITRATION, INCLUDING HIS OR HER OWN FEES AND EXPENSES AND THE FEES AND EXPENSES OF EACH PARTY TO THE DISPUTE IN PREPARING THEIR CASE, AND TO DIRECT THE PAYMENT OF INTEREST IN RESPECT OF ANY AWARD AT SUCH RATE AND FROM SUCH DATE AS HE OR SHE DEEMS APPROPRIATE.

THE ARBITRATION AWARD SHALL BE MADE IN WRITING WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THE DISPUTE WAS REFERRED TO SUCH ARBITRATOR. EVERY AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, NOT SUBJECT TO



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APPEAL. THE PARTIES IRREVOCABLY SUBMIT TO PERSONAL JURISDICTION OF THE STATE COURT AND THE FEDERAL COURT HAVING JURISDICTION OVER OAKLAND COUNTY, STATE OF MICHIGAN, IN ANY ACTION OR OTHER LEGAL PROCEEDING TO ENFORCE ANY AWARD MADE BY THE ARBITRATOR. THE ARBITRATOR'S AWARD MAY BE CONFIRMED AND ENTERED AS A FINAL JUDGMENT IN THE COURTS AND ENFORCED IN ACCORDANCE WITH THE ARBITRATION STATUTES OF THE STATE OF MICHIGAN.

THE ARBITRATION SHALL BE KEPT CONFIDENTIAL AND THE EXISTENCE OF THE PROCEEDING AND ANY ELEMENT OF IT (INCLUDING ANY PLEADINGS, BRIEFS OR OTHER DOCUMENTS SUBMITTED OR EXCHANGED, ANY TESTIMONY OR OTHER ORAL SUBMISSIONS AND ANY AWARDS) SHALL NOT BE DISCLOSED BEYOND THE ARBITRATOR, THE PARTIES, THEIR LEGAL COUNSEL, EXPERTS AND CONSULTANTS AND ANY PERSON NECESSARY TO CONDUCTING THE PROCEEDING EXCEPT AS MAY LAWFULLY BE REQUIRED IN JUDICIAL PROCEEDINGS RELATING TO THE ARBITRATION.

COLLECTIVE, CLASS, & REPRESENTATIVE ACTION WAIVER

(READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS)

YOU IRREVOCABLY WAIVE: (i) ALL RIGHT TO FILE A COLLECTIVE, CLASS, OR REPRESENTATIVE ACTION SUIT OR ARBITRATION AGAINST RCX SPORTS FOUNDATION; (ii) ALL RIGHT TO BE APPOINTED A CLASS PLAINTIFF OR REPRESENTATIVE IN ANY COLLECTIVE, CLASS OR REPRESENTATIVE ACTION OR ARBITRATION AGAINST RCX SPORTS FOUNDATION; (iii) ALL RIGHT TO BE INCLUDED AS A CLASS MEMBER IN ANY COLLECTIVE, CLASS, OR REPRESENTATIVE ACTION OR ARBITRATION AGAINST RCX SPORTS FOUNDATION. YOU SPECIFICALLY AND EXPRESSLY AGREE THAT ANY AND ALL CLAIMS BY YOU AGAINST RCX SPORTS FOUNDATION IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) WILL BE RESOLVED ON AN INDIVIDUAL BASIS.

WAIVER OF TRIAL BY JURY OR JURY

(READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS)

YOU IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JUDGE OR JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE OR RECEIPT OF THE SERVICES OR THE ACTIONS OF RCX SPORTS FOUNDATION IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF AND THEREOF. ALL DISPUTES MUST BE SUBMITTED TO ARBITRATION PURSUANT TO THE ARBITRATION PROVISION ABOVE.

PRIVACY POLICY

Click [here](#) to access our Privacy Policy governing the use of information that RCX SPORTS FOUNDATION obtains from you through your use of this Website.

ENTIRE AGREEMENT

These Terms and Conditions, including the RCX SPORTS FOUNDATION Rules that have been expressly incorporated by reference herein, constitute the entire agreement between RCX SPORTS FOUNDATION and you with respect to this Website and the Services, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and RCX SPORTS FOUNDATION with respect to this Website and the Services. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent



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jurisdiction finds any provision, or portion thereof, of these Terms and Conditions to be unenforceable, that provision, or portion thereof, shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

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You agree to be bound by any affirmation, assent, waiver, or agreement you transmit through this Website, including but not limited to any consent you give to receive communications from RCX SPORTS FOUNDATION solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent or waiver will be legally binding and enforceable and the legal equivalent of your handwritten signature.

SURVIVAL

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