



MLS GO 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 youth recreational soccer program known as MLS GO (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. Volunteer understands that the Program has rules and standards of conduct that are set forth by RCX as each may be amended from time to time (collectively referred to as, the “Requirements”). Volunteer agrees that Volunteer: (a) has been given access to the Requirements; (b) has read and understands the Requirements; and (c) agrees to be bound and abide by the Requirements at all times. Volunteer acknowledges that the U.S. Center for SafeSport may hold exclusive jurisdiction over, among other topics, investigation and resolution of certain allegations of sexual misconduct in connection with the Program. RCX retains the authority to investigate and resolve any alleged violation of the Safe Soccer Framework other than those falling under the exclusive jurisdiction of the U.S. Center for SafeSport. Volunteer is hereby advised that reports may be made at www.safesport.org.
- c. Volunteer acknowledges that they are required to undergo background screening. The Volunteer’s background screening shall be performed by a vendor approved by RCX or the League Operator that shall provide screenings in accordance with the then existing Program rules and policies related to background screenings.
- d. Volunteer also acknowledges a mandatory self-disclosure obligation, which means that, if at any point during their association with the Program, the Volunteer has been disqualified or declared by another sport organization or league to be temporarily or permanently ineligible, the Volunteer is required to self-disclose this information immediately. Failure to disclose is a basis for disqualification.
- e. As a condition to being allowed to participate as a Program volunteer, I agree to comply (i) with all current and future Requirements, 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.
- f. 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 any of the Releasees.



2. ASSUMPTION OF RISK.

- a. Volunteer expressly understands, confirms, and agrees that the sport of soccer presents risks to Volunteer, and that there are therefore inherent risks that come with participating in the Program. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken. For example, the Program may test Volunteer's physical limits, which creates an inherent risk of physical injury. Other inherent risks include, but are not limited to, contact or collision with other persons or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. Volunteer understands and acknowledges that any of these risks, and others not specifically listed here, could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death, and loss of income and/or career opportunities). Volunteer accepts personal responsibility for any and all costs and expenses, damages, liability, and other losses that Volunteer or any of the Releasers may incur in connection with the foregoing risks.
- b. Without limiting the foregoing, Volunteer assumes the risk of all conditions and consequences, dangerous or otherwise, arising from Volunteer's participation in the Program in any way relating to or associated with concussions, sub-concussive blows, or traumatic brain or head injuries, including, but not limited to, possible acute and long term neurocognitive and neurophysiological consequences as a result of Volunteer's activities in connection with the Program such as, without limitation, brain damage, dementia, mood disorder, and/or cognitive impairment.
- c. Volunteer understands that by participating in the Program, Volunteer may be exposed, or expose others, to contagious and potentially harmful or deadly diseases, including, but not limited to, influenza, common cold, chicken pox, meningitis, measles, or COVID-19 (hereinafter defined). Volunteer may also be exposed to risks while traveling (such as in vehicles when traveling to and from competitions, social events, or the airport), exposure to large crowds (such as at a competition), and exposure to risks related to receipt of treatment for any physical or mental conditions. Volunteer voluntarily assumes all of these and other associated risks and accepts personal responsibility for any and all damages, liability, and other losses that the Volunteer or any of the Releasers may incur in connection with the foregoing risks.
- d. Volunteer understands that (1) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (2) no precautions, including, but not limited to, any protocols that may be implemented from time to time by the Releasees and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the "COVID-19 Protocols"), can eliminate the risk of exposure to COVID-19; (3) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive



pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to Volunteer's family members and other contacts; and (4) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Volunteer also acknowledges that the COVID-19 Protocols may prove inadequate to prevent the exposure and transmission of COVID-19 and that it is possible that from time-to-time persons present at any locations to which the Volunteer may travel, may not comply fully with the COVID-19 Protocols. Volunteer understands that the implementation of the COVID-19 Protocols does not guarantee that Volunteer will not be exposed to or contract COVID-19 as a result of the Volunteer's attendance at the Program or pass COVID-19 on to others, including, but not limited to, family members of Volunteer. Volunteer understands and knowingly and voluntarily assumes all risks related to traveling to and from, living at and practicing and playing games in the Program and at other sites to which Volunteer's may travel. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID-19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from Volunteer's own actions, inactions, or negligence, but from the actions, inactions, or negligence of others. Volunteer voluntarily assumes all of these and other associated risks and accepts personal responsibility for any and all damages, liability, and other losses that the Volunteer or any of the Volunteer's Releasors may incur in connection with the foregoing risks.

- e. Volunteer acknowledges that Volunteer's participation in the Program is without assumption of responsibility or risk of any kind by the Releasees, and the Releasees make no representations or warranties of any kind with respect to Volunteer's participation.
- f. Volunteer has read paragraphs 2.a through 2.e and (1) understands the nature of Program activities, (2) understand the demands of those activities relative to the physical condition and skill level of Volunteer, and (3) appreciates the types of injuries, illnesses, and risks related to Volunteer's participation in the Program and the treatment for any physical or medical condition that may occur as a result of participation in the Program. Volunteer hereby asserts that participation in the Program and use of related facilities and services is voluntary and that Volunteer knowingly assumes all related risks.
- g. VOLUNTEER UNDERSTANDS, INTENDS AND ACKNOWLEDGES THAT THIS VOLUNTEER AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT THE VOLUNTEER'S LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS, AND THAT BY SIGNING THIS VOLUNTEER AGREEMENT THE VOLUNTEER IS RELINQUISHING SUBSTANTIAL LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO PURSUE CLAIMS OR FINANCIAL RECOVERY FOR, AMONG OTHER THINGS, ACUTE AND LONG-TERM INJURIES OR ILLNESS INCURRED BY VOLUNTEER WHILE PARTICIPATING IN THE PROGRAM INCLUDING, BUT NOT LIMITED TO, COVID-19 OR BRAIN OR HEAD INJURIES SUCH AS THOSE THAT MAY BE ASSOCIATED WITH CONCUSSIONS AND SUBCONCUSSIVE BLOWS, REGARDLESS OF WHETHER SUCH INJURY OR ILLNESS RESULTS FROM THE INHERENT RISKS OF THE ACTIVITY OR FROM



THE NEGLIGENCE OF THE RELEASEES. THIS ASSUMPTION OF RISK APPLIES TO ALL RISKS ARISING OUT OF, ASSOCIATED WITH, OR RESULTING DIRECTLY OR INDIRECTLY FROM VOLUNTEER'S PARTICIPATION IN THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE RISKS LISTED ABOVE AS WELL AS THOSE DUE TO THE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE RELEASEES (AS DEFINED HEREAFTER). VOLUNTEER FURTHER ACKNOWLEDGES THAT THEY HAVE BEEN FULLY WARNED AND AWARE OF, APPROVED, UNDERSTOOD, APPRECIATED, AND ASSUMED THE RISKS OF SOCCER, INCLUDING, WITHOUT LIMITATION, THE RISKS LISTED ABOVE, PRIOR TO THE DATE OF THE VOLUNTEER'S FIRST PARTICIPATION IN ANY PROGRAM ACTIVITY. VOLUNTEER REPRESENTS AND DECLARES THAT VOLUNTEER IS PHYSICALLY, MENTALLY, EMOTIONALLY AND INTELLECTUALLY WILLING AND ABLE TO ACCEPT, AND DOES HEREBY CLEARLY, UNAMBIGUOUSLY AND EXPLICITLY ACCEPT, ALL RISKS, FORESEEN AND UNFORESEEN, ASSOCIATED WITH VOLUNTEER'S 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 Releasers (as defined below), hereby release and agree not to sue RCX, RCX Canada Inc., Major League Soccer, L.L.C. ("MLS"), the MLS clubs, Player Development, L.L.C., MLS Canada L.P., Pro Soccer Development, L.P., Soccer United Marketing, LLC ("SUM") and each of the respective affiliates and each of the employees, officers, directors, direct and indirect owners, sub-contractors, sponsors, business partners, partners, principals, shareholders, members, managers, investors, predecessors, successors, assigns and agents of each of the foregoing entities, and all other participants, operators, vendors, agencies, sponsors, advertisers, and owners and lessees of premises used in connection with or related to the Program (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 "Releasers") 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 soccer and volunteering/participating in soccer 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 Volunteer 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 as between the parties, 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. **MEDICAL TREATMENT CONSENT.** Volunteer hereby authorizes staff of the Program and/or the certified athletic trainer or medical contractor of any of the foregoing (the “Staff”) to seek medical treatment for Volunteer at local medical facilities as they deem necessary. Volunteer hereby consents to any x-ray, anesthetic, diagnostics, medical or surgical treatment or hospital care deemed necessary by a licensed health care provider in connection with Program activities. Volunteer understands that this authorization is given in advance of any specific diagnosis, treatment or hospital care, and that it is given to provide the Staff with authority to seek medical treatment as the Staff judges necessary for Volunteer. Volunteer accepts responsibility for payment of all services rendered; Volunteer authorizes any medical facility that renders services to release medical information necessary for the processing of insurance claims and for the Staff to sign the required privacy waivers for the release of such information in connection with the processing of such claims; and Volunteer authorizes the payment of insurance claims directly to the medical facility. Volunteer understands that the Staff and/or Releasees will NOT be responsible for any costs associated with the above-referenced medical treatment, and that such expenses will be covered by Volunteer or the medical benefits provider, travel insurer, or other representative (“Payor”) of Volunteer. Volunteer understands that medical bills may be submitted by the medical provider or facility to Volunteer’s Payor. Volunteer understands that whenever possible, the Staff will make a reasonable effort to contact Volunteer before seeking or providing treatment. If such contact is not possible, Volunteer understands that the Staff will notify Volunteer, as soon as reasonably possible, of any and all diagnostic procedures, diagnoses, and treatments.
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.mlssoccer.com/mlsgo/> 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 Requirements.

9. DISPUTE RESOLUTION.

a. In the event of any dispute between Volunteer and RCX (1) regarding the meaning or interpretation of this Volunteer Agreement or any matters relating to Volunteer’s participation in the Program and (2) where Volunteer believes RCX has acted capriciously or arbitrarily, the Parties agree that such dispute shall be finally and conclusively resolved by confidential arbitration in the State of New York under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) existing as of the date of this Volunteer Agreement, to a single arbitrator, who shall apply New York law to the dispute, regardless of any conflict of law principles.

b. In the event Volunteer commences arbitration to resolve any dispute as contemplated by this Section, Volunteer shall pay all fees and costs associated with the arbitration, including RCX’s reasonable attorneys’ fees. In the event Volunteer prevails on all of Volunteer’s claims in arbitration, RCX shall be responsible for its equal share of the arbitrator’s fees and costs as well as its own attorneys’ fees. Volunteer shall bear the burden on persuasion on all issues subject to arbitration. Volunteer expressly waives any and all rights to bring a lawsuit in state or federal court against RCX or to seek injunctive relief with respect to any dispute arising under this Volunteer Agreement or any matter relating to Volunteer’s participation in the Program. All questions as to the meaning of this Volunteer Agreement or as to the arbitrability of any dispute shall be determined by the arbitrator, whose decision shall be final and binding and shall not be subject to judicial review. Judgment on any arbitration award may be entered by any court having jurisdiction.



- c. Volunteer agrees that all claims described in this Section must be pursued on an individual basis only. By signing this Volunteer Agreement, Volunteer hereby waives their right to commence, or be a party to, any class or collective claims against the Releasers.
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 operating the Program, order processing, fulfillment, customer service, sending communications about MLS and MLS GO events, products and initiatives, and renewal or as otherwise described herein, in the MLS Privacy Policy located at <https://www.mlssoccer.com/legal/privacy-policy> (“MLS Privacy Policy”), the RCX Privacy Policy located at <https://rcxsports.com/privacy-policy/> (the “RCX Privacy Policy”), or in writing at the time that such Personal Information was collected. Without limitation, 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 (including personally identifiable information) about users of the Website obtained by the Releasees, any information (including personally identifiable information) provided to the Releasees by Volunteer, and any information (including personally identifiable information) otherwise collected by the Releasees in connection with the Program. Volunteer hereby agrees to the terms of the MLS Privacy Policy and the RCX Privacy Policy (collectively, the “Privacy Policies”), and Volunteer acknowledges that the Releasees may share my Personal Information with third parties in accordance with the Privacy Policies. Volunteer further agrees that the Releasees and each of their respective clubs, affiliates, sponsors and partners, can use my information in accordance with the Privacy Policies, including sending marketing messages, newsletters, offers, additional information and other communications about products and initiatives.
12. NO USE OF MARKS. Volunteer understands that Volunteer shall have no right to use any of the MLS Marks (as defined below) or any of the RCX Marks (as defined below) for any purpose whatsoever. For the purposes of this Volunteer Agreement, “MLS Marks” means the names, symbols, emblems, designs, and colors of the Program, MLS, and the MLS clubs, including, without limitation, the terms “Major League Soccer”, “MLS”, the MLS logo, the Program name and logo, as well as the full club names, nicknames, uniform designs, logos and slogans of the MLS clubs, and any other indicia adopted for commercial purposes by MLS, SUM, or any MLS club. For the purposes of this Volunteer 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. Volunteer acknowledges and agrees that all right, title and interest in and to the MLS Marks and RCX Marks belong to SUM and RCX, respectively. Volunteer agrees that the MLS 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, Volunteer recognizes that irreparable injury would be caused by the unauthorized use of any of the MLS 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. Volunteer recognizes that the great value and goodwill associated with the



MLS Marks and RCX Marks belongs to SUM and RCX respectively and that such marks have secondary meaning.

BY INDICATING VOLUNTEER'S ACCEPTANCE OF THIS VOLUNTEER AGREEMENT VIA THE WEBSITE (OR A THIRD PARTY REGISTRATION PLATFORM) OR BY SIGNING THIS VOLUNTEER AGREEMENT, VOLUNTEER IS AFFIRMING THAT VOLUNTEER HAS READ AND UNDERSTANDS THIS VOLUNTEER AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. VOLUNTEER UNDERSTANDS THAT THE VOLUNTEER, AND THE RELEASORS ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. VOLUNTEER ACKNOWLEDGES THAT VOLUNTEER IS EXECUTING/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: _____