

HAWAII HEAT FC REGISTRATION AGREEMENT

This Hawaii Heat FC Registration Agreement ("Agreement") governs the registration and relationship of the player named in this Agreement ("Player") with Hawaii Heat FC ("Club") for the annual Club season which Club is currently accepting registration ("Club Season"). Please read it carefully and keep a copy for your records.

I warrant and acknowledge that I am the parent or legal guardian of the minor Player, or am the Player (if Player has reached the legal age of majority) and that I am authorized on behalf of myself, Player and our heirs, assigns and next of kin, to hereby enter into the following Agreement in consideration of Player being able to participate in any way at practices, games or other activities sanctioned by Club ("Club Activities").

By checking the "I ACCEPT" box below, or otherwise submitting a signed Agreement to Club, I acknowledge that I have read, understand, and accept the following:

Financial and Payment Obligations: I understand, agree and accept financial responsibility for all club registration fees and dues for participation in Club Activities as designated by Club, which shall include the use of standard uniform(s), certain league and tournament registration fees and other fees disclosed by Club (collectively "Club Fees"). I understand and agree that the obligation to pay Club Fees for the full Club Season from June to June is unconditional, and that in the event of the absence, withdrawal, injury, dismissal or any other event prohibiting or otherwise preventing Player from participating in any or all Club Activities, no portion of such Club Fees so paid or outstanding will be refunded or cancelled. Club Fees paid are not transferable to another player. All Club Fees must be paid in full using a one payment, or pursuant to a Club-approved payment plan. Failure to make timely payments on payment plans may result in the player being removed from the roster and dismissed from Club. No Player requesting a release from Club will be released from Club until they are in good financial standing with Club.

I understand that there may be additional fees associated with Player's participation in certain events, including, but not limited to, travel fees, certain league and tournament fees, coach travel expenses, camps, clinics, spirit wear, optional uniform pieces, equipment, and private lessons (collectively "Additional Fees") which may not be included in Club Fees. I agree to pay for

Player's share in Additional Fees above and beyond Club Fees noted above, to cover additional entry fees to league play and tournaments that the Player and Player's team decides to participate in, referee fees, and travel costs associated with attending these events. Club and/or each Club Team may seek and receive donations or fundraise to defray these Additional Expenses. I understand that all non-Club Fees and funds generated by team fundraising will be handled per team and through a manager. I understand that Club does not monitor or take responsibility for individual team accounts. Any funds collected will be credited to the team account to be used for such Additional Fees. These funds remain with Club should Player leave Club.

Uniforms: All uniforms and equipment which are or may be included in Club Fees are property of Club and are loaned to Player for use during Club Season and/or during certain Club Activities. I agree to immediately return all uniforms and equipment to Club upon the earlier of conclusion of Club Season, Player's dismissal or withdrawal from Club or upon Club request.

Player Compliance with Club Policies: I agree that myself and Player will abide by the rules and regulations, as may be adopted or amended from time to time, of Club, and any rules or regulations of leagues, tournaments or other events that Club and Player participate in, and to acknowledge that Club reserves the right in its sole and exclusive discretion to dismiss or otherwise discipline any Player who does not meet the behavioral standards of Club, or whose conduct at any time or place interferes with Club's program or operations or brings discredit to Club, in Club's sole discretion. The administration, coaches and staff may take all action necessary to ensure the operation of Club in all matters as it may apply to the Player.

Use of Player Likeness: I give Club permission to use my and/or Player's name, written extractions, voice/video recordings, and photographs taken of or by the Player without restriction or compensation in Club's publications and on Club's website or social media sites for promotional uses. Permission also is hereby given for Club to use: (i) digital, photographic, video, and audio images or likenesses of the Player; and (ii) statements, articles, names, music, art, photographs, audio recordings, films and videos created by the Player or originating from Club or from Club-related activity. Such authorization survives the term of this Agreement and serves as authority to use such material both during and after Player is affiliated with Club.

Activity Permission, Assumption of Risk and Release: I recognize the possibility of physical injury associated with soccer and participation in Club Activities and in consideration for Club accepting Player for its soccer programs and activities I acknowledge, appreciate and agree that:

1) The risk of injury from Club Activities may be significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF others, and assume full responsibility for participation; and 3) I willingly agree to comply with the stated and customary terms and conditions for participation. Understanding the risks, I authorize and give permission for Player to attend and participate in all aspects of Club Activities, including travel, transportation, and other Club-sponsored or affiliated activities. If, however, I observe any unusual significant hazard during my presence or participation, I will bring such to the attention of Club immediately.

I understand that it is not possible for Club to supervise all aspects of the Activities at all times. Club encourages and may require Player's parents and/or adult family members to accompany Player at all Activities. I also understand that there are inherent risks of serious personal injury and loss, theft or damage of personal property involved in some Club Activities, and I, on behalf of myself and Player, voluntarily assume and accept such risks of personal injury and loss, theft or damage of personal property arising from Player's participation in the Activities. I hereby release Club, its officers, employees, coaches, agents, representatives, volunteers, chaperones, sponsors, and associated personnel, including the owners of fields and facilities utilized for Club Activities, from all claims, liability and damages that myself and/or Player may have for personal injuries or property damage, loss or theft resulting from participation in the Activities. I agree that this release includes personal injury or loss, theft or damage of personal property caused by or resulting from negligence, active or passive, of Club, its officers, employees, coaches, agents, representatives, volunteers, chaperones, sponsors, and associated personnel; however the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release Club's insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted. I agree to reimburse and indemnify Club and its agents for any costs and expenses incurred in providing for Player's return home as well as for other services related to the special or emergency needs of Player. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Emergency Information and Authorization: In order to assist Club in attending to the health and safety of Player, I and/or Player must provide Club with a full and complete description of any health condition(s) or medical restriction(s) that the Player may have. Club will make every reasonable attempt to contact a parent or legal guardian in the event of a medical emergency. By executing this Agreement, I authorize Club, its employees, agents, coaches, chaperones or

volunteers to: (a) accompany the Player to a medical facility; (b) authorize treatment of the Player by licensed medical personnel; (c) authorize and permit a nurse or other first aid or safety personnel to administer first aid or other treatment to the Player; (d) take any other actions reasonably necessary to treat the Player in the event of a medical emergency for any emergency; and/or (e) to use and/or disclose pertinent health information to appropriate Club representatives charged with the supervision and care of the Player, other health care providers for the treatment of any injury or health condition that may arise at during Club-related activities. I agree that any medical insurance that covers the Player will be the primary insurance coverage for any such treatment

Club Programs and Player's Individuality: I acknowledge that my execution of this Agreement is not contingent upon Player being placed or assigned to any particular Club team, program, coach, age-group level, and/or participation in any game or tournament and understand that Club retains the right to change any Club Activity or workforce at its discretion. I understand that Club cannot guarantee the athletic or personal success of any individual player and that Club does not guarantee that the Player will receive playing time in any game and/or tournament. By entering into this Agreement, I hold Club harmless for any services that it does or does not provide to Player.

Player Age of Majority: Club must be able to communicate with a Player's parents or guardians regarding any and all matters relating to the Player, including but not limited to the Player's progress, disciplinary issues or behavioral concerns. In the event that Player reaches the statutory age of majority during the Club Season and the Player refuses to permit Club to communicate with Parent(s) or guardian(s) regarding any and all matter relating to the Player, Club may exercise its right to dismiss the Player for violation of Club policies. I acknowledge and agree that I will meet all payment obligations, regardless of whether the Player is dismissed pursuant to this paragraph.

Full and Complete Agreement: This Agreement represents the full and complete agreement regarding Player's registration with Club during the Club Season. This Agreement supersedes all prior negotiations, agreements, terms, conditions, statements, or representations, whether written or oral, concerning the subject matter of this Agreement. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement. If either party fails to enforce any provision of this Agreement it does not prevent the party from enforcing that provision in the future, nor does it prevent the party from enforcing any other provision of this Agreement. The Agreement may not be altered, amended, modified, or otherwise changed in any respect except in writing and signed by Club. If there is a conflict

between what a Club representative says and the terms of this Agreement, the terms of this Agreement will prevail.

Attorneys' Fees and Costs: If we ever have to file a lawsuit to collect what you owe us or are a party to any lawsuit or arbitration proceeding with respect to the terms of this Agreement, you agree to pay Club's reasonable expenses, including our attorneys' fees and costs.

Acts Beyond Club's Control: I agree Club will not be liable for Club's inability to perform any obligations under this Agreement when such inability arises out of causes beyond Club's reasonable control and occurring without its fault or negligence, including without limitation, Acts of Nature, fire, epidemic, pandemic, Government restrictions, accident, equipment failure, labor dispute, wars, and insurrections, game or tournament cancellations, or the failure of any third party to provide any service used in connection with Club Activities, and the financial obligations under this Agreement shall continue.

Assignment: You may not assign your rights or obligations under this Agreement to any other person. Club may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any affiliate or third party.

No Waiver: No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by Club.

Severability: If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement, shall remain in full force and effect.

Disputes: If there is any dispute relating to the rights and obligations under this Agreement and if the dispute cannot be settled through direct discussions, either I or Club may demand that any unresolved controversy or claim arising from or relating to this Agreement shall be settled through arbitration according to Hawaii Revised Statutes Chapter 658A and in accordance with the Arbitration Rules, Procedures & Protocols of Dispute Prevention & Resolution, Inc. ("DPR") and in the event that DPR is unable or unwilling to provide arbitration services, the arbitration

shall be conducted by and in accordance with rules established by the American Arbitration Association. In addition, I agree that I may bring claims under this Agreement only in my individual capacity and not as a plaintiff or class member in any purported class proceeding. A decision of the arbitrator shall be binding and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The site of arbitration shall be in the State of Hawaii. If any part of the dispute is for any reason not subject to arbitration, all remaining parts of the dispute shall nonetheless remain subject to arbitration. If a legal action or arbitration proceeding is commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing party shall be entitled to attorneys' fees actually incurred (including allocated costs for in-house legal fees and costs). I hereby waive any right to a trial before a jury in connection with any disputes related to the Agreement. This includes any claims by Parent(s)/guardian(s) and/or Player, claims brought as a class representative on behalf of others and claims by a class representative (so-called "class action" suits). I consent that the courts located in the State of Hawaii have the sole and exclusive jurisdiction in any action arising out of or relating to this agreement.

Governing Law: I acknowledge and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

Electronic Agreement: I agree that this Agreement is governed by the Electronic Signatures in Global and National Commerce Act (commonly known as the "E-Sign Act", 15 U.S.C. 7000, et seq., and by choosing to click on "ACCEPT" and indicating my agreement to be bound by the terms and conditions of this Agreement, I affirmatively adopt the signature line below as my signature and the manifestation of my consent to be bound by the terms of this Agreement. The electronic signature below and its related fields are treated by Club like a physical handwritten signature on a paper form.

By executing this Agreement online, you demonstrate your ability and agree to receive documents electronically from Club. You have a right to receive this Agreement in paper format. If you are unable to view and/or complete this Agreement electronically, or receive documents electronically, from your computer or other personal device, or you decide that you do not want to execute and submit this Agreement electronically, you may execute and submit this Agreement to Club in paper format.