



High School Coach Waiver and Participation Terms

Waiver Scope and Electronic Acceptance

This Liquid Helix Waiver and High School Coach Participation Terms document (this "Waiver") is between CVC Unlimited, Inc., doing business as Liquid Helix ("Liquid Helix"), and the individual who electronically accepts this Waiver through Helix Hub (the "Coach") in connection with registration for a specific Liquid Helix recruiting showcase. The specific showcase identified in the Coach's Helix Hub registration and linked to the Coach's electronic acceptance record is the "Showcase." The high school, school district, scholastic esports program, or other educational organization identified in the Coach's Helix Hub account or event registration is the Coach's "School." The players and teams registered for the Showcase through the Coach's School are referred to collectively as the "Team" where appropriate. Unless an authorized representative separately agrees in writing, the School is not a party to this Waiver and is not bound by the Coach's electronic acceptance.

1. Coach Identity, School, and Event-Specific Acceptance

The Coach represents that: (a) the Coach is at least eighteen (18) years old and legally able to enter into this Waiver; (b) the Coach's name, email address, title, School, and professional affiliation reflected in Helix Hub or the applicable Showcase registration are accurate and current; (c) the Coach is authorized by the School to attend the Showcase in the stated capacity and, where applicable, to register or manage the Team for the Showcase; (d) the Coach personally completes the electronic acceptance process and will not permit another person to sign or accept this Waiver on the Coach's behalf; and (e) the Coach will promptly update Liquid Helix if the Coach's title, affiliation, contact information, Team responsibility, or attendance status materially changes.

The Coach accepts this Waiver in the Coach's individual capacity. The Coach does not represent that the Coach has authority to bind the School, school district, board of education, grant rights owned by the School, or make contractual, financial, indemnification, insurance, or other commitments on the School's behalf except to the extent the Coach actually has that authority. Each electronic acceptance of this Waiver applies only to the specific Showcase registration linked to that acceptance. The Coach must separately accept this Waiver for each additional Liquid Helix showcase for which the Coach registers, even if the Waiver text is unchanged.

2. Showcase Participation Acknowledgment

The Coach voluntarily registers for and attends the Showcase for legitimate team participation, recruiting, player-development, evaluation, networking, educational, and related scholastic purposes. Showcase activities may include accompanying or supervising players, registering or managing teams, observing esports gameplay, reviewing player and team information, assisting players with Showcase logistics, interacting with college coaches and other school representatives, participating in panels, meetings, interviews, or educational activities, touring event spaces, using computers, Helix Hub, or other online systems, and appearing in photographs, video, audio, livestreams, graphics, and event communications.

Liquid Helix may reasonably adjust the schedule, format, venue areas, speakers, participating schools, college coaches, players, technology, competition structure, match assignments, or other event details. Registration does not guarantee access to any particular college coach, college or university, number of recruiters, recruiting meeting, evaluation, recruiting result, admission decision, scholarship, financial aid, roster placement, or other outcome for the Coach, School, Team, or any individual player.

3. Assumption of Risk

The Coach understands that attending an in-person esports event involves known and unknown risks. These may include slips, trips, falls, stairs, crowded areas, cables, electrical or computer equipment, tables and chairs, extended sitting or screen exposure, repetitive motion, loud sound, lighting or flashing images, food or environmental allergens, illness or contagious disease, contact with other attendees, emergency evacuation, parking and travel hazards, and loss, theft, or damage to personal property.

These risks may result in bodily injury, illness, disability, death, or property loss, even if such outcomes are unlikely. The Coach knowingly and voluntarily accepts the ordinary and inherent risks of attending and participating in the Showcase, agrees to use reasonable care, will follow safety instructions, and will promptly report known hazards, injuries, or emergencies to event personnel.

4. Release of Liability and Covenant Not to Sue

In consideration for being permitted to attend or participate in the Showcase, and to the fullest extent permitted by applicable law, the Coach, for the Coach and the Coach's heirs, personal representatives, estate, successors, and assigns, releases and forever discharges the Released Parties (defined in Section 5) from all claims, demands, causes of action, damages, liabilities, losses, and expenses arising out of or relating to the Coach's arrival, attendance, participation, use of the premises or equipment, or departure from the Showcase, including claims for personal injury, illness, death, or loss of or damage to property that are caused in whole or in part by the ordinary negligence of a Released Party.

To the same extent, the Coach agrees not to sue or bring a claim against a Released Party for a matter validly released by this Section. This release does not apply to gross negligence, reckless or intentional misconduct, workers' compensation rights, or any other claim or right that cannot lawfully be waived. Each provision of this Section is intended to apply only to the maximum extent permitted by the law governing the particular claim. This Section applies only to claims belonging to the Coach. The Coach does not waive or release claims belonging independently to a player, parent, guardian, School, or other person or entity.

5. Released Parties

"Released Parties" means: CVC Unlimited, Inc.; Liquid Helix; their parents, affiliates, successors, and assigns; their respective owners, officers, directors, employees, agents, contractors, volunteers, and insurers; and the Showcase's venue owners and operators, hosts, event partners, sponsors, service providers, and institutional partners, together with their respective personnel, but only with respect to their authorized involvement in or support of the Showcase. Each Released Party is an intended third-party beneficiary of Sections 3 through 6.

6. Medical, Personal Property, Insurance, and Transportation Responsibility

Health and medical assistance. The Coach is responsible for deciding whether the Coach can safely attend and for managing personal medications, medical devices, allergies, and routine care. Liquid Helix or venue personnel may provide reasonable first aid, contact emergency services, or arrange emergency transportation when reasonably believed necessary, but they have no duty to provide medical care or guarantee any particular response.

The Coach understands that any authorization concerning medical treatment of a minor player must come from the player's parent or legal guardian or otherwise be handled through applicable School procedures or the player's separate Liquid Helix participation documents.

Costs and insurance. The Coach is responsible for the Coach's medical, ambulance, hospital, insurance deductible, and related expenses, except to the extent another person or entity is legally responsible. The Coach is responsible for maintaining any health, auto, property, or other insurance the Coach considers appropriate.

Personal property. The Coach is responsible for computers, phones, bags, equipment, vehicles, and other personal property brought to or left at the Showcase. Liquid Helix is not an insurer of personal property and does not guarantee against loss, theft, or damage.

Travel and lodging. Unless Liquid Helix expressly agrees otherwise in writing, Liquid Helix does not provide or assume responsibility for transportation, parking, lodging, meals, personal vehicles, rideshares, or off-site activities for the Coach or Team. The Coach, School, parents or guardians, and participants remain responsible for transportation and appropriate supervision outside official Showcase activities according to their respective responsibilities and applicable School policies. Separate written terms may apply if Liquid Helix directly provides transportation or another service.

7. High School Coach Professional Conduct and Team Supervision

The Coach will act professionally, respectfully, safely, and lawfully and will help maintain a welcoming environment for players, families, college coaches, high school coaches, staff, volunteers, and other attendees. The Coach will comply with reasonable instructions from Liquid Helix and venue personnel and with applicable event, venue, technology, game-title, conduct, and safety rules.

Because the Coach may attend the Showcase with high school students, including participants under age eighteen (18), the Coach agrees to use reasonable efforts to supervise the Team consistent with the Coach's role and applicable School policies.

- communicate applicable Showcase rules and behavioral expectations to the Team;
- use reasonable efforts to ensure that Team members follow the Liquid Helix Code of Conduct and applicable event rules;
- reasonably supervise players during Team activities for which the Coach is responsible;
- address inappropriate player conduct that the Coach observes or that is reasonably brought to the Coach's attention;
- cooperate with Liquid Helix and venue personnel concerning safety, conduct, competitive-integrity, or disciplinary issues;
- assist with the orderly removal of a player from competition or the venue when Liquid Helix reasonably determines removal is required; and
- maintain appropriate professional boundaries with students.

Liquid Helix personnel, college coaches, volunteers, venue personnel, and Showcase staff do not replace the Coach, School, parent, guardian, or designated chaperone with respect to ordinary supervision or custody of students. The Coach is not an insurer or guarantor of every player's behavior merely because the player is a member of the Team. Each player remains responsible for the player's own conduct and is subject to the player's separate participation terms and applicable Code of Conduct.

The following conduct by the Coach is prohibited:

- harassment, discrimination, retaliation, bullying, hazing, sexual misconduct, or other inappropriate conduct;
- threats, violence, intimidation, possession of prohibited weapons, or conduct creating an unreasonable safety risk;
- intoxication, unlawful drug activity, theft, vandalism, cheating, credential misuse, or deliberate disruption of the Showcase;
- offensive, abusive, or sexually explicit communications or content; and
- recording in restricted areas, recording nonpublic player information, or violating another person's reasonable privacy expectations or applicable law.

The Coach will promptly report an immediate threat, serious misconduct, suspected exploitation of a participant, or material safety concern to Liquid Helix or venue personnel. This reporting obligation does not require the Coach to investigate or provide professional services outside the Coach's training, role, or authority.

8. Team Registration, Player Eligibility, and Relationship With Players

The Coach will use the Showcase for legitimate scholastic esports, player-development, recruiting-support, and related School purposes.

Team Registration

Where the Coach registers or manages a Team through Helix Hub, the Coach represents, to the best of the Coach's knowledge, that:

- the Team is legitimately affiliated with the School identified in the applicable Showcase registration;
- players submitted by the Coach are authorized by the School or program to participate;
- the Coach has not knowingly submitted a player under a false identity or materially inaccurate team affiliation; and
- roster information submitted by the Coach is accurate to the best of the Coach's knowledge.

School Eligibility

The School remains responsible for determining whether a player satisfies academic, attendance, disciplinary, esports, athletic, enrollment, residency, or other School eligibility requirements. Liquid Helix does not independently determine whether a player satisfies the School's eligibility requirements unless Liquid Helix expressly states otherwise for a particular Showcase requirement.

Player and Parent/Guardian Registration

The Coach understands that registering a player or providing a player's information to Liquid Helix does not complete the player's individual registration. Each player must separately complete the player registration, participation, waiver, consent, and other requirements presented by Liquid Helix.

A player who is eighteen (18) years of age or older must complete and accept the applicable player documentation personally. For a player under age eighteen (18), the applicable parent or legal guardian must complete any required parent/guardian consent, waiver, authorization, or electronic acceptance before the player may participate when required by Liquid Helix.

The Coach will not sign, electronically accept, impersonate, or otherwise complete a player's or parent's required acceptance on that person's behalf unless the Coach independently possesses lawful authority to do so, such as being the player's legal parent or guardian.

The Coach's acceptance of this Waiver does not:

- waive a player's rights;
- grant consent on behalf of a player or parent;
- authorize use or disclosure of a player's information beyond permissions separately obtained by Liquid Helix;
- grant media rights belonging to a player; or
- substitute for any player or parent/guardian agreement required by Liquid Helix.

Recruiting Interaction

The Coach understands that a principal purpose of the Showcase is to allow participating players to be observed by and interact with college and university esports representatives. The Coach will reasonably support appropriate recruiting interactions consistent with the player's or parent's stated preferences, applicable law, School policies, and Showcase rules. Liquid Helix does not guarantee recruitment, admission, scholarship, financial aid, roster placement, contact from a college coach, or any other recruiting outcome.

9. Player Information, Helix Hub Verification, and Limited Use

Definition

"Player Data" means any nonpublic information made available through Liquid Helix or the Showcase concerning a current or prospective player, including the player's identity, contact information, age or date of

birth, parent or guardian information, school, graduation year, academic or eligibility information, esports titles, gamer tags, roles, rankings, statistics, competitive history, video or gameplay links, evaluations, recruiting preferences, communications, attendance, account information, and any report, list, note, export, or compilation containing such information. Player Data may include information concerning minors and must be handled with heightened care.

Player Information Submitted by the Coach

As part of Team registration, the Coach may provide Liquid Helix with limited player information requested by Liquid Helix, such as a player's name, email address, School, team assignment, game title, and related roster information. The Coach represents that the Coach is authorized to provide the information submitted and has followed applicable School or school-district requirements concerning disclosure of that information.

The Coach will not intentionally submit educational records, medical information, financial information, Social Security numbers, passwords, or other sensitive information that Liquid Helix has not requested. Liquid Helix may use the submitted roster information to contact the player and initiate the separate player registration process described in Section 8.

Permitted Purpose

The Coach may access and use Player Data through Helix Hub only for legitimate administration of the Coach's Team, player development, Showcase participation, recruiting support, and directly related School purposes. The Coach may access only Player Data that Liquid Helix makes available to the Coach based on the Coach's authorized role.

Coach Verification

Liquid Helix may require the Coach to review or verify designated information concerning players associated with the Coach's Team, including designated portions of a player's base profile and applicable game-title or team profile. The Coach will perform requested verification reasonably and in good faith.

Coach verification means that the Coach has reviewed the information identified for verification and, based on information reasonably available to the Coach, believes it to be accurate. Coach verification does not make the Coach personally responsible for the accuracy of information supplied directly by the player that the Coach could not reasonably know or verify. The Coach will notify Liquid Helix if the Coach becomes aware that material verified information is incorrect.

Limited Sharing and Use

The Coach will not, and will not permit another person to:

- disclose Player Data to persons who do not have a legitimate School, Team, Showcase, or recruiting-support need to know;
- sell, license, rent, trade, publish, post, publicly display, or otherwise commercially exploit Player Data;
- use Player Data for unrelated marketing, fundraising, employment, research, profiling, model training, product development, or other unrelated purposes;
- upload Player Data to a public or consumer artificial-intelligence service;
- use Player Data to create, develop, or improve a competing recruiting database, platform, or service; or
- use Player Data in a manner inconsistent with applicable law, School policy, the player's or parent's consent, or this Waiver.

Retention, Deletion, and Required Disclosure

At Liquid Helix's request, when the Coach no longer needs Player Data for the permitted purpose, when the Coach leaves or changes the identified School, or when access is terminated, the Coach will stop using Player Data and delete or securely destroy copies under the Coach's personal control, except to the extent the School is independently entitled or required to retain information under applicable law or a bona fide records policy.

If disclosure is legally compelled, the Coach will, to the extent permitted by law, disclose only what is legally required and reasonably cooperate with applicable School and Liquid Helix procedures. The duties in this Section continue after the Showcase and after the Coach's account or access ends for so long as the Player Data remains nonpublic or applicable law, School policy, or the nature of the information requires protection.

10. Protection of Liquid Helix Information and Systems

Liquid Helix information. "Liquid Helix Materials" means the Liquid Helix platform, databases, database structure and compilations, interfaces, search tools, reports, analytics, event materials, software, documentation, access credentials, security features, and nonpublic business, operational, technical, pricing, or partner information made available to the Coach. Player Data is also protected under Section 9.

The Coach receives a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use Liquid Helix Materials only as expressly permitted by this Waiver. The Coach will not:

- share an account, password, access link, or credential; allow an unauthorized person to use the Coach's account; or access another person's account;
- permit a player, another coach, School employee, or other person to use the Coach's credentials rather than that person's authorized account;
- use bots, scripts, crawlers, scraping tools, automated collection, bulk downloading, or other methods to copy or extract data except through an expressly authorized platform feature;
- bypass, disable, probe, or interfere with security, access controls, rate limits, event technology, networks, software, or equipment;
- reverse engineer, decompile, disassemble, mirror, frame, reproduce, or create derivative works from the platform except to the limited extent a restriction is prohibited by law; or
- use Liquid Helix Materials to create, support, or improve a competing database, recruiting platform, data product, or service.

The Coach will use reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of Player Data and Liquid Helix Materials. The Coach will promptly notify Liquid Helix through the contact method provided in Helix Hub or on Liquid Helix's website of suspected credential compromise, unauthorized access, loss, use, or disclosure and will reasonably cooperate in containment, investigation, remediation, and legally required notices.

Liquid Helix may maintain access logs, investigate suspected misuse, restrict functions, require deletion or certification of deletion, and suspend or revoke access when reasonably necessary to protect players, the platform, the Showcase, or other users.

11. No Ownership or Other Rights Transferred

Liquid Helix and its licensors retain all right, title, and interest in the Liquid Helix Materials, including the platform, software, interface, branding, database design, and the selection, coordination, and arrangement of data and content. Players, coaches, Schools, and third parties retain rights they may have in their own preexisting information, content, names, and marks. This Waiver does not treat personal information as property or transfer rights that applicable law does not recognize.

Access to Player Data or Liquid Helix Materials does not transfer ownership, grant an unrestricted license, or authorize reuse outside Sections 8 through 10. The School may maintain its independently created team, player-development, or recruiting-support records, subject to Section 9 to the extent they contain or reveal Player Data obtained through Liquid Helix. No right or license is granted by implication, estoppel, or otherwise.

12. Media and Recording Release

The Coach understands that the Showcase may be photographed, filmed, livestreamed, or otherwise recorded. The Coach authorizes Liquid Helix and its event-production, marketing, media, and distribution

designees to photograph, record, livestream, and capture the Coach's appearance, image, likeness, voice, statements, interviews, quotations, and participation at the Showcase (collectively, "Coach Media").

The Coach grants Liquid Helix a worldwide, perpetual, royalty-free, non-exclusive license, with the right to edit, crop, caption, combine, reproduce, publish, display, distribute, transmit, and sublicense Coach Media to service providers and event partners as reasonably necessary to advertise, promote, document, broadcast, archive, and recap the Showcase, future editions of the Showcase, and Liquid Helix's related recruiting-showcase program, in any lawful medium now known or later developed. The Coach waives any right to inspect or approve the finished material and understands that no additional compensation is due.

Liquid Helix will not intentionally use Coach Media to falsely attribute a material statement to the Coach or to imply the Coach's endorsement of an unrelated third-party product. Liquid Helix is not required to use any Coach Media. The permissions in this Section apply to materials created in connection with the Showcase and survive the end of the event.

This Section applies to the Coach only. It does not grant Liquid Helix media or publicity rights belonging to any player. Any permissions concerning a player's image, likeness, voice, statements, gameplay, or other media must arise from the applicable player or parent/guardian agreement or another lawful authorization.

The Coach may take personal photographs or recordings only as permitted by event and venue rules and may not record restricted areas, nonpublic Player Data, private conversations, or another person in violation of law or reasonable privacy expectations.

13. Name, Title, School, and Publicity Authorization

The Coach authorizes Liquid Helix to use the Coach's name, professional title, School name, team or program name, professional biography, professional social-media handle, headshot or profile image, and other materials supplied or approved by the Coach (collectively, "Coach Publicity Materials") to announce and promote that the Coach and/or School is registered, scheduled, attending, or has attended the Showcase.

Liquid Helix may use Coach Publicity Materials in event websites and registration pages, social-media posts, emails, press materials, programs, schedules, signage, sponsor and partner communications, promotional graphics, videos, presentations, advertising, and event recaps, without additional compensation or case-by-case approval. This authorization is limited to accurate promotion, documentation, and recap of the Showcase and Liquid Helix's related recruiting-showcase program.

The Coach represents that the information and Coach-controlled materials submitted are accurate and that the Coach has the rights necessary to authorize their use. The Coach will promptly notify Liquid Helix if the Coach cancels, changes Schools, or learns that a material item is inaccurate. Liquid Helix will use reasonable efforts to correct future materials but is not required to recall or destroy materials already printed, published, distributed, archived, or committed for production.

14. School Logo and Trademark Use

The School's name may be used factually as described in Section 13. By accepting this Waiver, the Coach grants Liquid Helix, to the extent the Coach has authority to do so, a limited, non-exclusive, royalty-free permission to use a School logo, esports program logo, team logo, word mark, or other School-owned brand asset that the Coach supplies to Liquid Helix or affirmatively approves for use in connection with promotion, operation, documentation, or recap of the Showcase and Liquid Helix's related recruiting-showcase program. Any such permission does not transfer ownership of the mark.

This Waiver does not give the Coach authority the Coach does not otherwise possess and does not, by itself, grant Liquid Helix rights in School-owned marks that the Coach is not authorized to license. If the Coach knows that use of a particular School-owned logo or brand asset is not authorized, the Coach will not supply

or approve that asset for use. Liquid Helix may continue to identify the School by name factually as permitted by Section 13.

15. No Endorsement, Agency, or Partnership

A Coach's, Team's, or School's attendance, identification, or appearance in Showcase publicity does not by itself mean that the Coach, Team, School, or school district sponsors, endorses, partners with, certifies, or guarantees Liquid Helix or the Showcase. No employment, agency, fiduciary, partnership, joint venture, franchise, or similar relationship is created by this Waiver.

Neither the Coach nor Liquid Helix may knowingly make a materially false statement suggesting a relationship or endorsement that does not exist. The Coach may accurately state that the Coach, Team, or School is attending or attended the Showcase but may not use Liquid Helix names, logos, or brand assets for other promotional or commercial purposes without prior written permission.

16. Event Rules; Team Responsibility; Access; Removal; Event Changes

The Coach will comply with this Waiver, any Showcase rules, Code of Conduct, or policies presented or linked to the Coach as part of registration, venue rules, reasonable staff instructions, and applicable law. The Coach will use reasonable efforts to communicate applicable rules to the Team and to promote and enforce compliance within the scope of the Coach's supervisory authority. The Coach will reasonably cooperate with Liquid Helix concerning violations involving a member of the Team.

Liquid Helix may warn, restrict activities, suspend platform access, disqualify from competition, deny entry, or remove a Coach or player from the Showcase when Liquid Helix reasonably believes that person has:

- violated this Waiver or applicable Showcase rules;
- materially violated the Code of Conduct;
- misrepresented identity, eligibility, affiliation, or registration information;
- cheated or compromised competitive integrity;
- misused data, accounts, systems, equipment, or credentials;
- created a material safety concern;
- engaged in harassment, threats, exploitation, or other serious misconduct; or
- materially disrupted the Showcase.

Liquid Helix may remove or disqualify an individual player without automatically removing the remainder of the Team when reasonably appropriate. Liquid Helix may remove or disqualify an entire Team when the circumstances reasonably warrant team-level action, including widespread misconduct, deliberate competitive-integrity violations, refusal to comply with event officials, or circumstances that make continued Team participation unsafe or impracticable.

When a player under the Coach's supervision must be removed, the Coach will reasonably cooperate with Liquid Helix and assume or arrange appropriate supervision of that player consistent with applicable School policies.

Liquid Helix may report serious misconduct, threats, suspected exploitation, unlawful activity, data misuse, material safety issues, or significant policy violations to the School, school district, venue, parent or guardian when appropriate, affected individuals, law enforcement, regulators, or other appropriate authorities when reasonably necessary or legally required.

Liquid Helix may modify, postpone, relocate, suspend, or cancel all or part of the Showcase because of weather, emergency, public-health conditions, venue issues, power or network failure, technology or publisher issues, governmental action, safety concerns, participation levels, or circumstances beyond reasonable control. Liquid Helix may also reasonably adjust match schedules, game formats, opponents, competition stations, player assignments, Showcase activities, or other operational details when necessary to operate the Showcase.

Fees and refunds are governed by the applicable registration and refund policy. To the fullest extent permitted by law, Liquid Helix is not responsible for the Coach's, Team's, School's, or other participants' travel, lodging, lost time, or other incidental expenses resulting from removal or an event change.

17. Indemnification for Coach Misconduct

To the fullest extent permitted by applicable law, the Coach will indemnify and hold harmless CVC Unlimited, Inc., Liquid Helix, and their owners, officers, directors, employees, agents, and contractors (the "Liquid Helix Indemnified Parties") from third-party claims, damages, liabilities, losses, judgments, and reasonable attorneys' fees and costs, but only to the extent arising from or caused by:

- the Coach's intentional, reckless, fraudulent, or unlawful conduct;
- the Coach's material breach of Sections 7 through 15;
- the Coach's unauthorized access to, use of, or disclosure of Player Data or Liquid Helix Materials;
- the Coach's knowing submission or disclosure of player information without the authority represented in this Waiver;
- the Coach's violation of another person's privacy, publicity, confidentiality, intellectual-property, or other legal rights; or
- a claim that materials supplied by the Coach infringe or violate a third party's rights because the Coach lacked the authority represented in this Waiver.

The Coach does not, merely by supervising or registering a Team, indemnify the Liquid Helix Indemnified Parties for every act or omission of a player, parent, guardian, School, school district, other coach, or other Team representative. Any School or school-district indemnification, insurance, or similar institutional obligation must arise from a separate agreement executed by a person with authority to bind that institution.

This Section does not require the Coach to indemnify a Liquid Helix Indemnified Party to the extent a claim is caused by that party's gross negligence, reckless or intentional misconduct, or other fault that cannot lawfully be shifted. Liquid Helix will provide reasonable notice of a covered third-party claim and may control the defense and settlement. The Coach will reasonably cooperate, and no settlement may impose an admission, payment, or non-monetary obligation on the Coach without the Coach's consent, not to be unreasonably withheld.

18. Legal Terms and Electronic Signature

Entire agreement and incorporated terms. This Waiver, together with any Showcase-specific registration terms and Liquid Helix policies that are expressly presented or linked to the Coach in Helix Hub as part of registration (including, if applicable, privacy, conduct, team, game-title, and refund policies), constitutes the entire agreement between the Coach and Liquid Helix concerning the subjects addressed here and supersedes prior oral or written discussions on those subjects. If an expressly incorporated policy conflicts with this Waiver, this Waiver controls for the specific Showcase unless the policy gives a right that applicable law requires.

Governing law. This Waiver and all claims or disputes arising out of or relating to this Waiver, the Coach's registration for or attendance at a Showcase, the Coach's Team-related activities under this Waiver, Player Data, Liquid Helix Materials, or the Coach's use of Helix Hub are governed by the laws of the State of Illinois, without regard to conflict-of-laws principles. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, governs the interpretation and enforcement of the arbitration agreement below. To the extent state arbitration law applies and is not preempted, the Illinois Uniform Arbitration Act, 710 ILCS 5/1 et seq., also applies.

Binding arbitration; DuPage County. Except for (a) an individual claim that qualifies for small claims court and (b) a request for temporary, preliminary, or permanent injunctive relief as described in the next paragraph, any dispute, claim, or controversy arising out of or relating to this Waiver, the Showcase, the Coach's registration or attendance, the Coach's Team-related activities under this Waiver, Player Data, Liquid Helix Materials, or the Coach's use of Helix Hub will be resolved by final and binding arbitration before one

neutral arbitrator administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules then in effect. The legal seat of arbitration and, unless the parties agree otherwise, the hearing location will be DuPage County, Illinois. The arbitrator may award any remedy available under applicable law and will issue a written award sufficient to explain the essential findings and conclusions. Judgment on the arbitration award may be entered in any court having jurisdiction.

Individual proceedings; waiver of court and jury trial. Arbitration will be conducted only on an individual basis. Neither the Coach nor Liquid Helix may bring or participate in a class, collective, consolidated, or representative arbitration concerning a dispute subject to this provision. For disputes required to be arbitrated, the Coach and Liquid Helix each knowingly waive the right to have the dispute decided by a judge or jury in court. Nothing in this provision prevents either party from bringing an individual claim that properly qualifies for small claims court.

Equitable relief. The Coach acknowledges that unauthorized use or disclosure of Player Data, access credentials, or Liquid Helix Materials may cause harm that is difficult to measure. Notwithstanding the arbitration requirement above, Liquid Helix may seek temporary, preliminary, or permanent injunctive or other equitable relief to stop or prevent an actual or threatened breach involving such data, credentials, materials, intellectual property, or system access. Any court proceeding permitted by this paragraph may be brought in the state courts located in DuPage County, Illinois, or, when federal jurisdiction exists, the United States District Court for the Northern District of Illinois. Seeking such relief does not waive the right or obligation to arbitrate the remaining dispute.

Severability; waiver; assignment. If a provision is held invalid or unenforceable, it will be limited or severed to the minimum extent necessary, and the remaining provisions will continue in effect. A failure to enforce a provision is not a waiver. The Coach may not assign this Waiver or transfer access without Liquid Helix's written consent. Liquid Helix may assign this Waiver to a successor to the Showcase, platform, or related business, subject to applicable law.

Survival; third-party beneficiaries. Sections 4 through 6 and 9 through 18 survive the Showcase and termination of access as their nature requires. The Released Parties and Liquid Helix Indemnified Parties are intended third-party beneficiaries of the provisions expressly benefiting them; otherwise, there are no third-party beneficiaries.

Electronic waiver and consent to electronic records. The Coach consents to using electronic records and an electronic signature for this Waiver. To accept the Waiver for a Showcase, the Coach must check the required "I have read and agree" box, enter the Coach's name/signature and email address, and select the Agree or Submit button in Helix Hub. By completing those steps, the Coach intentionally signs this Waiver electronically and agrees to be legally bound by it for the specific Showcase linked to the acceptance record. Electronic signatures, checked boxes, typed names, click-to-accept actions, and electronic records are intended to have the same force and effect as handwritten signatures and paper records to the fullest extent permitted by applicable law.

Voluntary acceptance. The Coach confirms that the Coach has read this Waiver, understands that it contains a release of liability and continuing confidentiality, supervision, data-use, and Team-related obligations, has had an opportunity to review the terms before submitting the electronic acceptance, and voluntarily agrees to be legally bound. Acceptance for one Showcase does not constitute acceptance for any other or future Showcase.