

**COLLEGE SPORT LINK, LLC  
STUDENT ATHLETE PROFILE  
SERVICES AGREEMENT**

1. Acceptance of Agreement. In using the services of College Sport Link, LLC (hereinafter "CSL"), you agree to the terms and conditions outlined in this Agreement with respect to those services provided to you by CSL.

2. Fees. You agree to pay to CSL a one-time fee of \$\_\_\_\_\_.

3. Duties.

3.1 Your Duties and Responsibilities. You agree to perform the following acts:

a. to fill out and return to CSL your CSL Student-Athlete Profile Worksheet;

b. to provide CSL with a current digital picture of you;

c. to provide to your coach or teaching pro with the CSL Coach's Assessment for their completion, and to return the same when completed to CSL;

d. to create a list of post secondary schools and institutions to which you would like CSL to send your information to (it is advisable to provide CSL with at least \_\_\_\_ schools of priority interest to you);

e. to provide CSL with updated information, in particular facts and times, in order to supplement that data and information provided in your CSL Student Athlete Profile Worksheet;

f. to regularly provide CSL with information regarding those post secondary schools and institutions that have contacted you, and to provide CSL with regular updates as to the current status of each school or institution's recruitment efforts;

g. to respond in a timely fashion to all recruitment efforts, whether you are interested or not, in order to help ensure that you receive and continue to receive those recruitment efforts and offers which most interest you; and

h. to remain available to and participate with CSL in the design and development of your Student Athlete Profile Page posted on the CSL website (hereinafter the "Web Page") as CSL may so request, so as to allow work on the Web Page to commence forthwith and in a timely manner. Furthermore, you

understand that any delay on your part in responding to questions and/or requests of CSL, as the same may involve the design, development, or data to be included on the Web Page may result in a delay of the completion of the Web Page.

3.2 CSL Duties and Responsibilities. In entering into this agreement, you hereby retain CSL to design, store, and/or promote, as indicated below, a web page to be located on CSL's world wide web site, [www.CollegeSportLink.com](http://www.CollegeSportLink.com), (hereinafter the "Website") for your benefit. CSL agrees to perform the following acts:

a. to compile that data and information provided by you, and your coach(es) and/or teaching pro(s).

b. to generate your Web Page to be posted on the Website;

c. to update that data and information contained on your Web Page, however, updates are only possible if you meet your duties and responsibilities as set forth above, in particular under Paragraph 3.1(e);

d. to send your Student Athlete Profile data and other such information on to post secondary post secondary schools and institutions, or alternatively to inform post secondary post secondary schools and institutions of your Web Page and to encourage that they view the same.

WHEREFORE, having been given the opportunity to review this College Sport Link, LLC Student Athlete Profile Services Agreement, you do hereby agree to the terms as set forth herein and to be bound by and held to the same, as well as those terms contained on the Terms and Conditions Agreement Attached hereto and made a part hereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Student Athlete

By: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

Its: \_\_\_\_\_  
Relationship to Minor (Parent or Legal Guardian)

## TERMS AND CONDITIONS

1. License. You hereby grant to CSL a license to print, copy, distribute, and publicly display any data, information, pictures, or other such materials submitted to CSL by you. You further grant to CSL a license to print, copy, and modify any computer code imbedded in any data, information, pictures, or other such materials submitted to CSL by you.

2. Ownership. CSL will own all right, title, and interest in all materials developed by CSL under this Agreement, as well as all materials provided by you to CSL, including but not limited to all copyright, patent, and trade secret rights, and for all materials, including but not limited to photographs.

3. Facts and Times. You agree and understand that the work to be completed by CSL in connection with this Agreement will be contingent upon you providing CSL with accurate facts and times. As a result, you expressly acknowledge that any error in the reporting of any such facts and times to CSL is likely to directly affect the quality of work provided to you by CSL. As such, you expressly acknowledge and agree that any errors in the work completed by CSL, failure to complete by CSL, or other such errors that are the result of, directly or indirectly, a failure by you shall not be deemed to be the fault of or responsibility of CSL.

4. Independent Contractor. CSL is an independent contractor in performance of this Agreement. All personnel providing services under this Agreement on behalf of CSL are employees, contractors, or agents of CSL, not employees or agents of you. Nothing in this Agreement may constitute or be construed as creating an agency, partnership, master-servant, or employer-employee relationship between you and CSL and its employees, contractors, or agents.

5. Indemnification. You agree to indemnify, defend, and hold harmless CSL, its successors, and assigns from and against any and all liabilities, costs, damages, expenses and attorneys' fees resulting from or attributable to any and all acts committed by you, as well as for those errors or omissions attributable to you, including but not limited to the reporting of improper, inaccurate or fraudulent information, your use of third party services or products, including but not limited to the use of third party images, or the content provided to CSL by you and used on the Web Page.

You further agree that you shall not hold CSL responsible for any losses which may arise as a result of downtime that is not the result of CSL's intentional acts

to harm the Website or Web Page, their content, or you directly.

6. No Implied Warranties. CSL MAKES NO IMPLIED WARRANTIES OF ANY KIND. CSL DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation on Liability. CSL'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT, OBJECTIVELY MEASUREABLE DAMAGES. CSL SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND REGARDLESS OF WHETHER CSL HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. CSL'S TOTAL LIABILITY TO YOU, WHETHER BASED IN CONTRACT OR TORT, SHALL BE LIMITED TO A REFUND OF THE TOTAL OF THOSE FEES ACTUALLY PAID BY YOU TO CSL UNDER THIS AGREEMENT.

8. No Guaranty of Scholarship or Grant. Due to the highly competitive nature of scholarships, grants and other such funding for student athletes at post secondary and other such institutions CSL cannot guarantee that You will receive any such funding from any such institutions. You acknowledge that CSL has made no guaranty, and further makes no guaranty, that you will receive any scholarship, grant, or other such monetary or compensation offers, solicitations, or commitments to provide you with such funding as a student athlete from post secondary or other such institutions.

9. Authorization. You represent that the person signing this Agreement for anyone who is legally a minor is signing on behalf of said individual and is duly authorized to enter into this Agreement on his or her behalf.

10. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Minnesota.