Mighty Squad Membership Program Terms

These Mighty Squad Membership Program Terms (“Agreement”) are entered into by and between Anaheim Ducks Hockey Club, LLC (“Team”) and the Mighty Squad Member identified at the end of this Agreement (“Member”). Team and Member agree as follows:

1. **Term.** This Agreement is effective as of October 18, 2023 and shall remain in effect until June 30, 2024, unless otherwise terminated as provided for in this Agreement (“Term”).
2. **Membership.** Member agrees to participate in the Team’s Mighty Squad Membership Program (the “Membership”), formerly known as the Orange Rush Membership Program. Member acknowledges that Member is not an employee or representative of Team, and that Member is not authorized to incur any obligations on behalf of Team, make any agreements or representations on behalf of Team, or otherwise bind Team. Except as expressly indicated in this Agreement, Member is solely responsible for any costs or expenses incurred by Member in connection with the Membership.

1. **Registration Fee.** Member shall pay the Team by credit card a non-refundable registration fee of $10 upon execution of this Agreement.
2. **Membership Requirements.** As part of the Mighty Squad Membership (“Membership”), Member is required to comply with the following requirements:
	1. Attend at least six (6) Wednesday and/or “Mighty Oath” Anaheim Ducks home games (each, a “Game”) at Honda Center during the 2023-24 NHL regular season;
	2. Arrive at Honda Center before each Game at the time designated by the Team;
	3. Remain at each Game until the ten-minute mark of the third period, unless otherwise approved and confirmed by the Team’s representative, JoJo Maestrado; and
	4. Bring a high level of energy and passion during each Game. In the event Member is not bringing the required level of energy during a Game, Team shall notify Member and provide Member with a warning. If Member receives three warnings from Team as a result of this Section, Team shall have the right to terminate this Agreement and Member will be required to pay the Fee for each Game that Member attended up to such termination date.
3. **Benefits.** During the Term, Team shall provide Member with the following privileges and benefits:
	1. $10 Anaheim Ducks Team Store Gift Card; and
	2. Two (2) admission tickets in a location chosen by ADHC to each Game that Member chooses to attend. Member will receive such admission tickets digitally from the Team prior to the start of each Game.
4. **Game Tickets.** Member shall pay to the Team a fee of $50 for each Game that Member attends (the “Fee”), which is due and payable to Team by credit card the day after the end of the Season. In the event Member attends at least six (6) Games during the Season, then the Fee for each Game Member attends will be waived.
5. **Name and Likeness**. Member grants to Team and its parent, affiliate and subsidiary companies (and their respective owners, officers, directors, employees, agents and assigns) (collectively, “Releasees”) a non-exclusive, royalty-free license to use Member’s likeness, image, photograph and name for any and all commercial and non-commercial purposes in perpetuity throughout the universe, including, without limitation, in connection with the marketing, promotion and/or advertising of Team and/or the Releasees, in any media known and unknown or hereinafter developed.
6. **Representations.**
	1. Member shall act in good faith at all times during Games and not act in a manner which may be considered immoral, unlawful, offensive or with bad manners, or in any manner that would impugn, denigrate or disparage the name, reputation or business of Team. Member agrees to follow any such code of conduct of the Team and agrees to not knowingly or willingly violate any rules. If found violating any of the foregoing, Team shall have the right to terminate this Agreement.
	2. If at any time during the Term, Member commits any act which reflects unfavorably on the Team, or insults or offends the community, then ADHC shall have the right to terminate this Agreement.
7. **Miscellaneous.**
	1. The provisions of this Agreement are severable and if any one or more of these provisions are held to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall be and remain binding and enforceable. Any consent or approval required of AAM or Team pursuant to this Agreement may be granted or withheld by such party in its sole discretion.
	2. This Agreement constitutes the entire agreement between the parties and the provisions hereof supersede any and all prior and/or contemporaneous agreements or understandings relating to the same subject matter. This Agreement may be amended only by a writing signed by the parties.
	3. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California and any applicable federal law without regard to choice of law rules.
	4. The parties agree that this Agreement may be executed electronically. As such, the parties agree that electronic signatures, including those delivered by PDF or signed through an electronic signature system (e.g., “AdobeSign”), shall have the same effect as a handwritten signature. The parties waive any and all rights to object to the enforceability of this Agreement based on the form or delivery of signature.

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| **ANAHEIM DUCKS HOCKEY CLUB, LLC**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Trenten Nielsen Director, Marketing & Brand Management | **MIGHTY SQUAD MEMBER**: **[INSERT FULL NAME]**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |