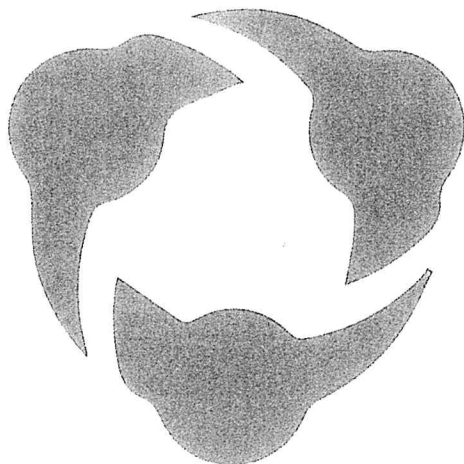




hudl

Hudl is a product and service of Agile Sports Technologies Inc., a Lincoln Nebraska based company providing tools for coaches and athletes to review game footage and improve team play. Coaches use hudl to share and breakdown film with student athletes as well as share it with potential college coaches. CCSD is now requiring that the boilerplate consent form attached be completed by student-athletes and their families in order for the athlete to have a Hudl account. Opting out of a Hudl account can be a disservice to an athlete, as they will not have access to film, or the benefits of college recruiting that come from it. Any individual who opts out will not be allowed to have a Hudl account.

The following five pages must have parent/guardian initials on each line, the email address to be used on the provided space, and parent/guardian and athlete signatures on the final page to opt in to Hudl. All pages must be uploaded into RMA.

If the parents/guardians and student-athlete intend to opt out, simply check the box below to opt out and complete the parent/guardian name with signature. To opt out, this is the only page that needs to be submitted.

☐ Opt out of Hudle

Athlete Name:

Parent/Guardian Name:

Parent/Guardian Signature

Clark County School District
Consent, Release, Waiver and License
Agile Sports Technologies, Inc. dba "Hudl"

When a school joins Hudl, Hudl provides cameras to the school and video is taken of sporting events. Athletes may set up a student account (profile page) to share highlights, stats and scores with recruiters, friends and family. Athletes (with written consent of their parent or guardian) may opt-in to establish a student account to facilitate scholarships and recruiting on Hudl, giving college coaches, recruiters and other Hudl users a better look at their skills and accomplishments as well as full game film. Videos and the account information (if your child has an account) will be shared with Hudl, Hudl's employees, affiliates, and other adults who have been given access to the footage and data through Hudl.

Please provide the initials of the Parent/Guardian in the space provided after each numbered item.

Parent/Guardian Initials

1. SIGNING THIS FORM IS NOT MANDATORY TO PLAY SPORTS. No Clark County School District ("District") employee may condition any grade or credit upon any student's Consent, Release, Waiver or License to allow Hudl to perform the activities set forth herein, or any creation of a Hudl student account.

Parent/Guardian Initials

2. I DO NOT HAVE TO SIGN. My child may play sports and I do not need to sign this Consent, Release, Waiver and License. The failure to sign this waiver will only result in my child not having a Hudl student online account. The team may have a team account.

Parent/Guardian Initials

3. HUDL SITE TERMS. I acknowledge that the Hudl Site Terms apply to the Hudl website located at www.hudl.com, and all associated sites owned by Hudl and its affiliates (collectively, the "Hudl Site").

STUDENT ACCOUNT

Parent/Guardian Initials

4. STUDENT ACCOUNT. I consent to my child creating a Hudl student account. The student account may contain and therefore collect: name, home and email addresses, phone number, school (name, city and state), graduation year, GPA, ACT/SAT scores, transcripts, parent/guardian information (name, relation, email and phone), age, birth date, photograph, height, weight, jersey number, Twitter handle, sports position, performance scores (40-yard dash, agility shuffle, power ball, vertical jump), speed and strength information, sports awards, sports videos featuring the athlete, and other athlete profile information, as may be updated from time to time.

Parent/Guardian Initials

5. MESSAGING AND NOTIFICATIONS. I consent to the use of Hudl's private messaging tools available to Hudl student account holders and subscribers to send messages to my child. Messages may be between one sender and one or more recipients. I acknowledge that the District has not vetted or background checked these individuals. I consent to the use of Hudl messaging capabilities which enables conversations between unknown adults and my child.

Parent/Guardian Initials

6. ELECTRONIC MESSAGING. I am aware that when I or my child visits a Hudl account, visits the Hudl Site, or sends emails, feedback, or chats to Hudl, my child and I are communicating with Hudl users electronically. I consent to receive (for myself and my child) communications from Hudl and other Hudl users electronically.

Parent/Guardian Initials

7. EMAIL ADDRESS: I may (not required) provide a designated email address for my child to use on a Hudl student account.
That email is: _____

Parent/Guardian Initials

8. I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MONITORING THE EMAIL ACCOUNT I HAVE PROVIDED FOR MY CHILD. The Clark County School District has NO DUTY to monitor that account.

Parent/Guardian Initials

9. I CONSENT TO ALLOW ADULTS WHO HAVE NO ASSOCIATION WITH THE CLARK COUNTY SCHOOL DISTRICT AND MAY NOT HAVE UNDERGONE A NRS 391.104 COMPLIANT BACKGROUND CHECK, TO BE ABLE TO SEE MY CHILD'S DATA AND CONTACT MY CHILD.

INFORMATION AND DATA

Parent/Guardian Initials

10. RELEASE OF CONFIDENTIAL INFORMATION. I consent to the release of my child's confidential information to Hudl, and for Hudl to release that information to interested third parties.

Parent/Guardian Initials

11. DATA SHARING. I acknowledge that Hudl collects my student's personally identifiable information, student data and/or other confidential data, herein referred to collectively as "Data" specifically contact information related to my child (telephone number, email address, etc.). I am aware that Hudl provides this information to other third parties.

Parent/Guardian Initials

12. SELLING INFORMATION. I consent to Hudl selling my child's confidential information for commercial and other purposes.

Parent/Guardian Initials

13. ACCESS. I consent to Hudl providing other adults access to my child's account, data, email address or other messaging services. I authorize other adults, which may include other athletes, coaches, team administrators, scouts, people offering scholarships, and recruiters, to have my child's confidential information including contact information. I further agree to allow the District and Hudl to share personal information with: Hudl's subsidiaries, branches or associated offices, our partners, vendors, licensees, agents, representatives, distributors, independent contractors, legal advisors, our other professional advisors, and/or to any other third party.

Parent/Guardian Initials

14. FERPA. I acknowledge that Hudl does not train its employees on matters of the Federal Educational Rights and Privacy Act (FERPA), general privacy, student data, or other confidential matters, however, Hudl will share this information with individuals affiliated with Hudl as officers, directors, employees, subcontractors, and agents. Hudl's Privacy Policy, which also governs my visit to the Hudl Site, to understand Hudl's practices with respect to my or my child's personal information. I have access to Hudl's privacy policy located at: <https://www.hudl.com/privacy>.

Parent/Guardian Initials

15. PRIVACY POLICIES. I have had the opportunity to read the privacy policies of websites owned and controlled by Hudl and its affiliates before deciding whether to proceed.

- _____
Parent/Guardian Initials
16. DATA STORAGE. I consent to allow Hudl to use third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the Hudl website, and such third-party vendors may collect and store my data and my child's data on behalf of Hudl. Hudl owns the code, databases, and all rights therein. I acknowledge that Hudl cannot ensure or warrant the security of any information that my student or I transmit via its websites and/or products, and I allow this at my own risk.
- _____
Parent/Guardian Initials
17. PUBLICITY. I consent to all publicity and media situations from any and all actions that the school, Clark County School District, or Hudl may generate from the filming and sharing of my child's information. Hudl may post my child's image or likeness on social media including, but not limited to, "YouTube."
- _____
Parent/Guardian Initials
18. OTHER ENTITY TERMS OF SERVICE. By signing this document, I agree to be bound by YouTube's Terms of Service (<https://www.youtube.com>). I understand that Hudl uses major network advertising partners including Facebook, Google, Twitter, LiveRamp, Amobee, and their respective advertising networks. I agree to allow Hudl's partners to use cookies, web beacons, and similar technologies to collect my student's information and use that information to provide measurement services and target ads.
- _____
Parent/Guardian Initials
19. FEEDBACK. I consent to Hudl's ownership of all intellectual property rights in any feedback I or my child provides for any purpose related to the Hudl products or services and services of Hudl's affiliates. On behalf of myself and my child, I hereby assign to Hudl any and all rights, including without limitation all Intellectual Property Rights, in my or my child's feedback throughout the universe in perpetuity. Any feedback that I or my child provides to Hudl will be deemed non-confidential. Hudl will be free to use such feedback on an unrestricted basis.
- _____
Parent/Guardian Initials
20. LINKS TO OTHER SITES. I acknowledge that the Hudl Site contains links to web sites not operated or maintained by the Clark County School District or Hudl. I agree to release the District, and hold it harmless, for the content of the sites of others and make no representation regarding the content, appropriateness, or accuracy of materials on such sites. I hereby consent to allow my child to access linked third party websites, I do so at my own risk, and waive any and all claims against the District regarding the inclusion of links to outside web sites or my or my child's use of those web sites.
- _____
Parent/Guardian Initials
21. STREAMING. I consent to Hudl using a live streaming service and I acknowledge that Hudl provides unlimited domestic viewership. I consent to Hudl live streaming my child's sports activities on platforms such as YouTube. I acknowledge that an unlimited number of practices, games or sports related items may be broadcast with my child's image and data.
- _____
Parent/Guardian Initials
22. INTEGRATIONS. I understand that Hudl may make available, through certain products, functionality ("Third-Party Integration") that allows third parties to obtain my child's data. I hereby release and waive my and my child's rights against the Clark County School District, and will not hold them responsible for the Hudl software functionality, changes to the features or specifications, availability of any Third-Party Service, or any data obtained through any Third-Party Integrations.

Parent/Guardian Initials

23. LINKS. I consent to allow the Hudl Streaming Service to provide, or third parties may provide, links to other World Wide Web sites or resources, either for advertisement purposes or for the distribution of software and/or services. I waive all rights to dispute, complain, or bring litigation against the District, its Board of Trustees, employees, agents, and volunteers regarding the use of external sites or resources and I acknowledge that the District does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. I further acknowledge and agree that the District shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

Parent/Guardian Initials

24. JURISDICTION. I agree that any dispute against Hudl relating in any way to my child's or my visit to the Hudl Site or to services provided by Hudl or through the Hudl Site or by a Hudl affiliate shall be adjudicated exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska, not including any provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. I agree not to contest the personal jurisdiction of these courts.

Parent/Guardian Initials

25. NCAA REGULATIONS/OTHER REGULATIONS. I understand that Hudl is in no way affiliated with or sponsored by the NCAA. I am responsible for my own activities in connection with the Hudl Site, including my and my child's use of any Hudl products or services. Accordingly, I know that I am responsible for knowing and complying with the NCAA's rules, regulations, and laws or other similar rules, regulations, and laws.

Parent/Guardian Initials

26. LIABILITY LIMITS. The Clark County School District will not pay for the disputes, torts, crimes, or contractual breaches of any other entity. The District's liability is limited under NRS Chapter 41 (a tort cap) and other law.

Parent/Guardian Initials

27. WAIVER. I hereby waive my own, and my minor child's rights, to dispute, file a claim or a complaint against the District, its Board of Trustees, administrators, employees, volunteers and agents for any and all services and actions or inactions taken as a result of the use of Hudl or Hudl's affiliates.

Parent/Guardian Initials

28. LICENSE. I license Hudl and its affiliates to use my child's photos, video, image, and likeness for all legal purposes.

Parent/Guardian Initials

29. LICENSE – INTELLECTUAL PROPERTY. If I own or otherwise hold any underlying intellectual property rights in any content related to my child and the data, or recorded images collected by Hudl, I hereby grant Hudl and its affiliates and each of their service providers a license to all such intellectual property rights in such content to use, hold, maintain, reproduce, modify, and distribute such content for use by users of Hudl's and its affiliates' products and services and to host and provide such content on such products and services.

Parent/Guardian Initials

30. LICENSE - PUBLIC CONTENT / WORLDWIDE DISTRIBUTION. I consent to the use of my child's information with the non-exclusive, worldwide, sublicense-able (through multiple tiers), transferable, royalty-free, fully paid up, perpetual and irrevocable right and license to use, reproduce, publicly perform, publicly display, transmit, distribute, aggregate, translate, alter, modify, and create derivative works of the public content,

including any intellectual property rights in the public content, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised, for any and all purposes.

Parent/Guardian Initials

31. PAYMENT. I agree that no payment will be paid to me or my child, for the use of my child's information or continued use. I acknowledge that neither Hudl nor its affiliates are required to use my child's likeness, image, or data.

Parent/Guardian Initials

32. CONSENT. I consent to my child participating in activities in relation to the Clark County School District's use of Agile Sports Technologies, Inc. dba Hudl and the acts or omissions of Hudl affiliates. I consent to all of the activities of Hudl and Hudl affiliates listed herein.

Parent/Guardian Initials

33. RELEASE. I release the Clark County School District, its Board of Trustees, its employees, agents, and volunteers from all liability related to the use of Hudl, Hudl products, or Hudl Services, including the actions or inaction of Hudl affiliates.

Parent/Guardian Initials

34. WAIVER. I waive my rights to file claims, complaints, or disputes AGAINST the Clark County School District, its Board of Trustees, employees, agents, and volunteers, in relation to the activities of Hudl and its affiliates

Parent/Guardian Initials

35. SIGNATURE. No student may have a Hudl student account who has not had a parent or legal guardian complete this form and acknowledged and agreed to these terms (by signature) to this Consent, Release, Waiver and License.

School Name: _____

Grade Level: _____

Student Name (Print): _____

Student ID Number: _____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

Date: _____