

NGWA CAMP SPONSORSHIP AGREEMENT

This Agreement is made this ___ day of _____, 2008, by and between the National Goalie War Association (hereinafter "NGWA") and the undersigned (hereinafter "CAMP"), with reference to the following facts:

A. The NGWA has developed and is continuing to develop certain training, management and marketing techniques and other procedures and methods of operation ("NGWA System") used in connection with the development, operation and maintenance of Goalie War® Tournaments operated under the Trademarks, as defined below, featuring the sport of Goalie War and such other authorized events as the NGWA may authorize or direct from time to time. ("NGWA Business").

B. The NGWA is the owner of certain proprietary and other property rights and interests in and to the "GOALIE WAR" name and such other trademarks, trade names, service marks, logotypes, insignias, trade dress copyrights and designs which the NGWA may from time to time authorize or direct CAMP to use in connection with the NGWA Business ("NGWA Trademarks").

C. CAMP desires to use the NGWA's System and Trademarks in conjunction with the operation of one (1) Goalie War Tournament and the NGWA desires to grant permission to CAMP to use the NGWA System and Trademarks in conjunction with the operation of one (1) Goalie War Tournament in accordance with the terms and conditions of this Agreement.

WHEREFORE IT IS AGREED

The NGWA will grant CAMP permission to use and display the NGWA's System and Trademarks to organize and administer one (1) Goalie War Tournament at _____ on the date of _____ upon the following terms and subject to the following provisions of this Agreement and all ancillary documents thereto, during the term hereof.

1. **Term of Agreement**. Either party may cancel this agreement on thirty (30) days notice to the other party in writing by certified mail or personal delivery.

2. **The Tournament**. The name of the tournament shall be _____ (hereinafter referred to as "Tournament"). The Tournament will be organized and administered by the NGWA and CAMP in accordance with the terms of this agreement.

3. **Abide by Rules** CAMP shall abide by all statements made in their approved NGWA Camp Sponsorship application. CAMP agrees to organize and administer the Tournament in accordance with the 2009/2010 IGWF Rules of Engagement as well as all NGWA competition rules, procedures and policies as outlined in Appendix A and B respectively. CAMP agrees that all decisions regarding acceptance of players into the Tournament shall be fairly and impartially made and shall not be based upon race, creed, color or national origin.

4. **Tournament Registration** CAMP agrees to provide the NGWA with the names, genders, birth dates, addresses, phone numbers and email addresses of all players at least one week prior to the start of the tournament. The NGWA agrees to draft and send all players a tournament welcome letter, Rules of Engagement handbook, and registration packet including all competition rules and policies prior to the start of the tournament. The NGWA will also draft and send a tournament game schedule to CAMP upon receipt of all player information.

5. **Advertising**: NGWA agrees to advertise CAMP and the Tournament on the NGWA calendar of events, the NGWA web site and via monthly email blasts.

6. **Procuring Liability Insurance** CAMP shall procure general liability insurance coverage for the Tournament with limits not less than \$1,000,000/\$2,000,000 which names NGWA as an additional insured.

7. **Waiver and Release Form** CAMP shall require all players participating in the Tournament to sign a waiver and release form acknowledging the risks associated with the sport of Goalie Wars and waiving, releasing and discharging the NGWA and CAMP of all claims for damages arising out of this Tournament.

8. **Tournament Equipment and Supplies** . CAMP agrees to procure the Tournament site and the necessary equipment to hold Tournament including the requisite number of goals, nets, soccer balls and cones, tape or field lining equipment. NGWA agrees to provide player towels, game schedules, penalty flags and goal scoring devices to help officiate the games.

9. **Field Preparation**. CAMP agrees to prepare the requisite number of Goalie War fields to administer the Tournament as described in Rule 1 of the IGWF Rules of Engagement handbook.

10. **Tournament Personnel**. CAMP agrees to provide and train sufficient personnel to administer the Tournament.

11. **Consulting** The NGWA will provide CAMP, or their designees, with a Goalie War Tournament hosting Manual and consultation services concerning matters relating to the structure, operation, organization, management, administration, marketing, and promotion of the Tournament.

12. **Compensation**: The NGWA agrees to pay CAMP \$500.00 for every CAMP player who qualifies, participates and wins their age/gender division at the 2009 National Goalie War Championships, pursuant to the rules outlined in the 2009 NGWA Camp Sponsorship Program subject to the following terms and conditions:

1. The NGWA must hold a national championship tournament (nationals) in the player's age/gender division.
2. There must be at least twelve (12) players registered and competing in the player's age/gender division at nationals.
3. The player's must register and compete at nationals in their age/gender division.
4. The player's must come in first place in their age/gender division at nationals.

CAMP understands and agrees that certain participation thresholds must be met in order to enable the NGWA to make these sponsorship awards. Accordingly, should less than twelve (12) players register in player's age/gender division at nationals, the NGWA reserves the right not to present a national championship tournament for that division or if they do, the NGWA is not responsible or obligated in any way to make a sponsorship award to CAMP even if the player's register, compete and win their division. CAMP further understands and agrees that neither this Agreement nor any rights or benefits accruing here from can be assigned to any third party, person or entity.

13. **Awards** NGWA agrees to provide CAMP with award certificates for all Tournament winners and finalists.

14. **Time and Resources Devoted by CAMP**. CAMP agrees to devote the time and resources necessary to carry out their obligations under this agreement.

15. **Nonassignability** The parties agree that this agreement imposes personal obligations on CAMP. CAMP shall not assign any rights under this agreement not specifically transferable by its terms without the written consent of the NGWA.

16. **Waiver of Liability and Hold Harmless & Indemnity** CAMP is fully aware of the risks associated with organizing, administering, operating and participating in Tournament and assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by any CAMP participants, employees or volunteers. In consideration for receiving permission to present Tournament, CAMP hereby agrees to release, indemnify, holds harmless, waive, discharge and covenant not to sue NGWA, its officers, members, agents, employees, heirs, successors and/or assigns (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by CAMP, any CAMP participants, employees or volunteers, or to any property belonging to CAMP, whether caused by the negligence of the releasees, or otherwise, while participating in the Tournament, or while in, on or upon the premises where the Tournament will be conducted, while in transit to or from the premises, or in any place or places connected with the Tournament.

17. **Applicable Law** This agreement shall be construed in accordance with the laws of the State of New Jersey.

18. **Notices Under This Agreement** For the purposes of all written communications and notices between the parties, their addresses shall be :

Company _____	Telephone _____
Address _____	Fax _____
City _____	State _____ Zip Code _____
Email: _____	

National Goalie War Association
Address: P.O. Box 105
City: Shrewsbury

Telephone: 717-659-3344
Fax: 717-718-5476
State: Pennsylvania

E-mail: ngwa@goaliewar.com
Zip Code: 17361

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth, intending to be legally bound.

CAMP
BY: _____
TITLE: _____
DATE: _____

NGWA
BY: _____
TITLE: _____
DATE: _____