

RIP CIY KIDS CLUB TERMS OF USE

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If you wish to reach us, please contact:

Schwabe, Williamson, and Wyatt

DMCA Agent

TrailblazersDMCA@Schwabe.com

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If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in New York, New York.

The terms of this provision will also apply to any claims asserted by you against any parent or affiliated company of the Operator to the extent that any such claims arise out of your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site.

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You hereby agree to indemnify and the Rip City Kids Club, Portland Trail Blazers, each of their respective general and limited partners, members, shareholders, directors, officers, employees, agents, representatives, vendors and business partners, harmless from all claims, liabilities, damages and expenses (including attorneys' fees and court costs) arising out of or relating to: (i) your use of the Site; and (ii) any breach or alleged breach of these Terms of Use.

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Notice or Questions.

For notices required under these Terms of Use or if you have questions concerning these Terms of Use, please contact us at:

Email: kidsclub@trailblazers.com.

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Attention: General Counsel

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