2026 Cancun Challenge

Women's NCAA Division I Tournament

Event Participation Agreement

MIAMI UNIVERSITY

This agreement will confirm a contract between Miami University ("SCHOOL"), located in Oxford, Ohio and Triple Crown Sports, Inc. ("TCS"), located at 3930 Automation Way, Fort Collins, Colorado.

1. Event Description
SCHOOL will participate in the event that will involve two (2) games in a qualifying multi-team event (MTE) format in Riviera Maya, Mexico against Division I schools. In addition to SCHOOL, opponents in the field of six (6) teams include Kansas, Minnesota, Missouri State, Washington State, and one (1) to be determined. School agrees to designate the Cancun Challenge as its one MTE for the 2026-27 season. Game dates are November 26-27, 2026. The event will utilize three U.S.-based NCAA officials for each contest and games will be conducted within NCAA rules.

2. Event Sponsor
The event sponsor is the University of Northern Colorado, an active member of the NCAA. TCS and the University of Northern Colorado will adhere to all requirements set forth by the NCAA with regard to qualifying regular-season multiple-team events.

3. Liability
To the extent permitted by applicable law, neither TCS, SCHOOL, nor the host resort shall be held responsible for personal injury or property damage or other loss except resulting from its own negligence and/or willful misconduct, or the negligence of anyone within its control.

4. Exigent Circumstances
The terms of this agreement shall be canceled and all parties (SCHOOL, TCS, and host resort) shall be released from any liability, claim or damages if the terms of this agreement cannot be fulfilled due to circumstances such as hurricanes, severe weather, acts of terrorism, an "Act of God," pandemic, or any other legitimate condition beyond the control of TCS, SCHOOL, or the host resort, provided SCHOOL is notified of the reason for cancellation prior to the arrival at the site of the contest. In the event of such cancellation, TCS and/or host resort shall return to SCHOOL all deposits and payments made by SCHOOL, other than the $5,000 non-refundable deposit. TCS agrees to exercise its best efforts to ensure that the event will be presented as scheduled.

5. Cancellation from Event
Should SCHOOL bound by this contract cancel out of the event or fail to appear for the games on the dates and locations specified, for any reasons other than those outlined in section 4 of this agreement, SCHOOL will pay TCS a cancellation fee. The cancellation fee is $50,000 and is due within one week of the date on which the first game was to occur or ten days from the date of cancellation, whichever comes first. Notice of cancellation is required in writing and sent via a traceable mailing/shipping service. The cancellation fee is separate from any travel deposits and payments, which are detailed in Travel Refund Policy/Reduction of Travel Party later in this document.

6. Broadcast Rights
TCS holds video broadcasting rights for event games. This includes all video transmission in any form, such as television and internet. This covers, and is not limited to commercial and non-commercial broadcasts, all forms of over-the-air, cable, broadband or internet broadcasts, either live or tape delayed, whole or in part.

TCS will give the right of first refusal for the radio broadcast rights to event games to the station holding the School's regular-season radio rights. A separate radio rights agreement must be signed for the acquisition of rights to broadcast games in the event. SCHOOL may broadcast Cancun Challenge games in exchange for a $150 rights fee per game.

7. School's Promotion of Event
SCHOOL shall recognize, promote, and recommend TCS as the exclusive organization/agent for providing ground travel packages to school fans, boosters, parents, and alumni to accompany the team to the event. SCHOOL understands that seating space is limited and only those people booking a ground travel package through TCS will be assured of game

tickets. Due to the nature of the all-inclusive resort, no complementary admission to games will be made available for games in Cancun, including tickets to players, coaches or parents outside of the travel party.
For the purpose of promoting the event to fans, boosters, parents, and alumni, SCHOOL agrees to work with TCS to market and promote this event and provide a link on SCHOOL's website to the tournament website. Fliers and advertising material will be provided by TCS. These activities may occur as many as 12 months in advance of the event date and may include:

- Distributing information flier at a booster club meeting and in mailings to season ticket holders and at end-of-season banquet.
- Emailing event information to the booster club, parents and alumni.
- Event promotion at one home game, which could include distribution of a flier, PA announcements, program ad or flyer insert into program.
- SCHOOL has the right to review/approve all information TCS wishes to distribute regarding the tournament.

8. Cancun Travel and Lodging Packages

The event ground travel packages purchased by SCHOOL will include the following:

- Accommodations at the all-inclusive Hard Rock Hotel Riviera Maya or similar property. These accommodations will include: hotel room, food, beverages, hotel & food taxes, room service, tips, and non- motorized activities
- Participant gift
- A welcome reception
- Admission pass to all games
- Tournament banquet
- Ground transportation to and from Cancun International Airport to the host hotel
- All game expenses including officials, equipment, and staff
- Discounted Activities based on resort promotion for tours, spa, and golf, as long as the resort continues the program. SCHOOL will work directly with resort to arrange and apply discount.

9. School Responsibilities

- Pay TCS the amount indicated in the payment schedule below, based on the number of nights being contracted and number of individuals in the group travel party.
- Book and pay its own airfare
- Any additional payment for tour or excursion to area sites
- Obtain all necessary travel documents for its group. This includes any required visas, passports, and/or identification for entry into Mexico and return to the United States.
- Payment of items not covered under TCS responsibilities, including but not limited to incidentals such as phone calls, shopping, laundry, or any additional sightseeing.

10. Lodging Package Rate

4-night stay:	$1580 per person at a double occupancy room rate **(two people in a room)**
	$2330 per person at a single occupancy room rate **(one person in a room)**
5-night stay:	$1820 per person at a double occupancy room rate **(two people in a room)**
	$2550 per person at a single occupancy room rate **(one person in a room)**
6-night stay:	$2060 per person at a double occupancy room rate **(two people in a room)**
	$2770 per person at a single occupancy room rate **(one person in a room)**
Kid Rates:	ages 0-4 = FREE / 4-12 = $280 / 13-17 = $580 for first 4 nights, addt'l night 4-12 = $50 / 13-17 = $150

- **Double occupancy refers to 2 people in a room (regardless of bed type)**
- **Single occupancy refers to 1 person in a room (regardless of bed type)**

These rates include the current hospitality tax rate of 3%. Additionally, no Federal VAT tax is included due to the new waiver of this tax for non-Mexican citizens by the Mexican Government. Should the Mexican Government change this VAT tax waiver then the contracted rate will be adjusted accordingly. For Mexican citizens a 16% VAT (IVA) will be charged to the room rate of Mexican guests. Upon check-in at the hotel, each non-Mexican attendee must present the hotel front desk with his/her passport or other legal international travel documents, and the Mexican Tourist Card, which is stated by Mexican immigration authorities upon arrival into the country. The hotel makes copies of these documents in order to waive payment of the VAT tax.

11. Travel Party
A minimum travel party size of twenty (20) people will be guaranteed by SCHOOL. SCHOOL will be invoiced and payment is due July 1, 2026 for the equivalent amount of twenty (20) people in double rooms for four nights. (Please see Payment Schedule below)

Once SCHOOL sets its travel party size by September 15, 2026, it may not be reduced. SCHOOL will be invoiced for full payment, which is due October 1, 2026 for everyone in its travel party. Additions after September 15, 2026, to this travel party size at the contracted rate can be made and will be accommodated upon availability.

12. Payment Schedule due by SCHOOL to TCS

At Contract Signing	-	Initial deposit of $5,000
SS TCS ~~July 1, 2026~~ July 31, 2026	-	Payment due for minimum travel party $15,000 (20 people at $20,000 less deposit $5,000)
September 15, 2026	-	Provide names for finalized travel party; may increase as desired through Nov.15
October 1, 2026	-	Final payment due (based on finalized travel party, per Section 10. Lodging Package Rate)

13. Travel Refund Policy / Reduction of Travel Party
There will be no refund for any reduction in travel party size after October 1, 2026.

14. Governing Law
The parties will use best efforts to solve any controversy or claim arising out of this Agreement, or breach thereof. The parties shall first require high-ranking officials, with sufficient authority to fully resolve the dispute, in a good faith attempt to resolve all claims.

Agreed By:

School

DocuSigned by:
Mark Taylor
DC1902DF5F864F0...

6/16/2026

~~Chauncey Winbush~~
~~Deputy Athletic Director / Chief of Staff~~

Date

Mark Taylor CPO

TCS

Sarah Sullivan
Cancun Challenge Director

Date 6/12/2026

Return to: sarah@triplecrownsports.com

SIDE LETTER AMENDMENT

This Side Letter Amendment (this "Amendment") is made by and between Miami University ("Miami"); and Triple Crown Sports Inc. ("Company").

WHEREAS, Miami and Company are parties to an agreement titled: Event Participation Agreement, which may be amended from time to time by the parties, including all exhibits, schedules, and addenda thereto (the "Underlying Agreement");

WHEREAS, the Underlying Agreement may include certain first-party and/or third party supplemental agreements directly or indirectly referenced within the Underlying Agreement or that are required to be accepted by Miami as a condition of accepting Company's goods and/or services, including, without limitation, end-user license agreements, click-wrap agreements, and other non-negotiated terms and conditions provided by Company (the "Supplemental Agreements," and together with the Underlying Agreement, the "Agreement"); and

WHEREAS, Miami and Company wish to modify the Agreement pursuant to the terms and subject to the conditions contained in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. State Law Requirements. Company hereby acknowledges that Miami, as a public university, is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. Accordingly, Miami is prohibited from entering into any agreement that contains the provisions listed in Ohio R.C. 9.27(B)(1)-(9) (the "Prohibited Provisions"). To the extent that the Agreement contains Prohibited Provisions, pursuant to Ohio R.C. 9.27(C)-(D), Company hereby agrees that (a) all Prohibited Provisions contained in the Agreement are void *ab initio*, are hereby deemed deleted in their entirety, and shall not be binding on Miami; and (b) the Agreement shall otherwise be enforceable as if it did not contain such Prohibited Provisions. Further, Company hereby represents, warrants, covenants, and/or agrees (as applicable) as follows: (u) Company will not attempt to enforce any of the Prohibited Provisions against Miami; (v) Company is not subject to an "unresolved" finding for recovery under Ohio R.C. 9.24; (w) Company does not and will not discriminate on the basis of religion, race, color, creed, national or ethnic origin, sex, age, disability, political affiliation, gender identity or expression, sexual orientation, pregnancy, or status as a veteran or member of the military; (x) Company is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Agreement as outlined in Ohio R.C. 9.76; and (y) Company shall comply with, and shall cause all of its employees, contractors, agents, and representatives to comply with, all laws, regulations, and ordinances applicable to Company's business operations and performance under the Agreement.

2. Public Records Act. Company hereby acknowledges that Miami, as a public university, is subject to the Ohio Public Records Act (Ohio R.C. 149.43 *et seq.*), and is obligated to promptly produce certain of its records when requested by the public. Nothing in the Agreement shall prevent Miami from fully complying with the Ohio Public Records Act. Company hereby authorizes Miami to disclose copies of this Amendment, the Agreement, and all invoices, receipts, and purchase orders related to the Agreement pursuant to a request made under the Ohio Public Records Act without first providing Company notice.

3. Governing Law and Forum. Notwithstanding anything to the contrary in the Agreement, this Amendment and the Agreement, and all related documents, including all exhibits and attachments to any of the foregoing documents, and all disputes and other matters arising out of or relating to this Amendment and Agreement, whether sounding in contract, tort, statute, or otherwise, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any jurisdiction's conflict of laws provisions.

4. Liability. Notwithstanding anything to the contrary in the Agreement, Miami agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under the Agreement. Miami's liability shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and as provided in Ohio R.C. 9.86 and 9.87, as amended. Company agrees that nothing in this Amendment or in the Agreement shall be construed as a waiver of the sovereign or qualified immunity of Miami, Miami's employees, and/or the State of Ohio.

5. Miami Marks. Notwithstanding anything to the contrary in the Agreement, Company may not use any of Miami's trademarks, service marks, logos, trade names, names, or brand indicia (collectively, "Miami Marks") without first obtaining the written consent of Miami's Office of Trademarks and Licensing.

6. Insurance. The terms and conditions located in Section 2.04 of the Miami University Purchasing Handbook are hereby incorporated into this Amendment by this reference. At all times during the term of the Agreement, Company shall procure and maintain, at its sole cost and expense, all insurance coverage required in Section 2.04 of the Miami University Purchasing Handbook. For avoidance of doubt, Company shall add "***Miami University and its trustees, officers, and employees***" as additional insureds to Company's Commercial General Liability policies and Commercial Automobile Liability policies.

7. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) regional or global epidemics, pandemics, and other similar health threats (e.g. coronavirus, influenza, etc.); and (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give written notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue ("FM Notice"). The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event. In the event that the Force Majeure Event persists (or will persist) for a period of (20) days following delivery of the FM Notice, either party may terminate the Agreement by providing the other party written notice. In the event of termination hereunder, (y) Miami will pay any undisputed fees for services fully performed or goods completely delivered in accordance with the Agreement prior to the date of the FM Notice; and (z) Company shall refund all unearned fees, costs, deposits, and/or prepayments made by Miami prior to date of the FM Notice.

8. Incorporation of Amendment; Entire Agreement; Effective Date; Severability; Effect of Amendment. The terms and conditions contained in this Amendment, including the above recitals, are hereby deemed incorporated into the Agreement. This Amendment and the Agreement, including any schedules or exhibits attached thereto, and any amendments or addenda thereto, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and thereof, and

supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. In the event of a conflict between the terms and conditions contained in this Amendment and the terms and conditions contained in the Agreement, the terms and conditions contained in this Amendment shall control. This Amendment shall be effective as of the effective date of the Underlying Agreement (the "Effective Date"), and shall terminate upon the expiration or earlier termination of the Underlying Agreement. If any term or provision of this Amendment or the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Amendment or the Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as otherwise set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

9. Payments. It is Miami's strong preference that all amounts due and owing under this Agreement will be paid via Miami's Single Use Account (SUA) virtual credit card program (the "Program"), currently offered through J.P. Morgan Chase. If Contractor enrolls in the Program, then all payments due under this Agreement will be paid immediately upon Miami's processing of each invoice submitted by Contractor. If Single Use Account is not accepted, Miami will set payment terms as 2%/Net10, Net30 via ACH. Unless otherwise set forth in a State of Work (SOW), Miami shall pay the Fee in equal monthly installments during the Term, with the first installment payable on the date that is thirty (30) days from the Effective Date of this Agreement. Thereafter, all subsequent undisputed installments will be payable on the anniversary date of the first installment payment.

10. Termination for Funding; Termination for Convenience. The Agreement is subject to all necessary funds being available or encumbered pursuant to Ohio Revised Code section 126.07. If the state legislature-approved appropriations do not include fund for the continuation of the Agreement for any fiscal year after the first year and the Miami budget has no funds from any other sources to continue the Agreement, then Miami may immediately terminate the Agreement without penalty or additional costs by providing Company notice. Further, Miami, in its sole discretion, may terminate the Agreement at any time without cause, and without liability to Company, by providing Company with at least thirty (30) days' prior written notice. Miami will pay any undisputed fees for services performed or goods delivered in accordance with the Agreement that were rendered and/or delivered prior to the effective date of the termination.

11. Miami Personal Information. (If applicable)

(a) As used herein, "Personal Information" means (i) any information that Company and/or its employees, contractors, agents, or representatives collect, process, receive, or otherwise obtain from or on behalf of Miami or any of its employees or students that does or can identify a specific student or employee of Miami, or by or from which a specific student or employee may be identified, contacted, or located, such as an individual's name, address, social security number, etc., and any other information relating to such identified or identifiable individual; (ii) all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.); (iii) "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d); (iv) "education records" as defined under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq.) ("FERPA"); and (v) "personal data" as defined under the European Union General Data Protection Regulation 2016/679. To the extent that Company has access to "education records," it is deemed a "school official" (as such terms are defined under FERPA).

(b) If Company uses Miami's Personal Information in the performance of the Agreement, then Company hereby agrees (i) to use Personal Information only for the purposes of performing its obligations under the Agreement; (ii) to not disclose or otherwise make available Personal Information to any third party; provided that Company may disclose Personal Information to its employees and legal advisors who have a "need to know," who have been apprised of the restrictions contained in this paragraph, and who are themselves bound by confidentiality requirements at least as restrictive as those set forth herein; (iii) treat Proprietary Information as confidential information, and protect and safeguard the confidentiality of the Personal Information with at least the same degree of care as Company would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; and (iv) to promptly notify Miami in the event Company becomes aware of any loss or disclosure of any Personal Information. Company hereby represents, warrants, and covenants (as applicable) that it has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all the Personal Information in Company's possession or control (or in the possession or control of its employees, contractors, and other representatives).

12. Accessibility. The terms and conditions contained in this Section shall only apply if the Agreement involves Miami's purchase of software, software as a service, or similar products and services from Company ("Technology"). Company shall ensure that the Technology complies with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and the Web Content Accessibility Guidelines 2.1, level AA (collectively, the "Accessibility Requirements"). If the Technology does not meet the Accessibility Requirements, then Company hereby agrees that Miami may terminate the Agreement without further liability to Company. In addition to any and all other obligations to indemnify and hold harmless Miami under the Agreement, Company shall also indemnify and hold harmless Miami from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from Company's failure to comply with this Section.

[*Signature Page Follows*]

SIDE LETTER AMENDMENT

Signature Page

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the dates set forth below to be effective for all purposes as of the Effective Date. This Amendment may be executed in any number of counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. Delivery of an executed counterpart of this Amendment by facsimile, electronic mail, or other electronic means has the same effect as delivery of an executed original.

MIAMI:

Miami University,
a body politic and corporate established and
existing under the laws of the State of Ohio

DocuSigned by:
By: Mark Taylor
DC1902DF5F864F0...

Name: Mark Taylor

Title: CPO

Date: 6/16/2026

COMPANY:

Triple Crown Sports Inc.

By: ____________________

Name: SARAH SULLIVAN

Title: BASKETBALL EVENT DIRECTOR

Date: 6/12/2026

Approved and updated April 3, 2026