



US CHAMPIONS CUP WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of PARTICIPANT's registration with 2012 SPORTS EVENTS, LLC (hereafter, referred to as "2012") and PARTICIPANT's participation in 2012 affiliated events and activities, PARTICIPANT or PARTICIPANT's parent(s) or legal guardian(s) on behalf of PARTICIPANT (if PARTICIPANT is a minor or has a legal guardian) relinquishes and waives any and all claims and causes of action for personal injury, property damage or wrongful death in connection with, relating to or arising from any and all 2012 affiliated events and tournament activities, wherever and however such personal injuries, property damage, or wrongful death occur. In the language which follows, any reference to a "PARTICIPANT" includes the PARTICIPANT and any and all of the PARTICIPANT's parent(s) or guardian(s) signing this waiver on behalf of such PARTICIPANT, and "2012 Activities" means any events and activities taking place associated with affiliated Tournaments and related events and activities.

To the best of his or her knowledge, PARTICIPANT acknowledges, understands, has full knowledge of, and assumes all risks inherent in each and all Tournament Activities and understands that such sports and activities involve risks to PARTICIPANT, including possible bodily injury, partial or total disability, paralysis, death and other injuries and damages which may arise therefrom. PARTICIPANT further acknowledges and understands: (a) that such risks and dangers may be caused by the negligence of PARTICIPANT or negligence of others, including the "RELEASEES," identified below; and (b) that there may be risks and dangers in connection with or relating to 2012 Activities not known or reasonably foreseeable at the present time.

PARTICIPANT acknowledges, understands and assumes the risks arising from use of or presence in or at facilities or premises in or at which 2012 activities take place. PARTICIPANT further acknowledges, understands and agrees that included within scope of this Agreement are any claims or causes of action (a) arising from the performance or failure to perform maintenance or inspection or to supervise or control such facilities or premises; (b) relating to failure to warn of dangerous conditions existing in or at such facilities or premises; (c) arising from negligent selection, appointment or retention of any RELEASEES; and (d) arising from negligent supervision or instruction of or by any RELEASEES.

PARTICIPANT UNDERSTANDS AND AGREES THAT AN EXPRESS PURPOSE OF THIS AGREEMENT IS TO EXEMPT, WAIVE AND RELEASE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, INCLUDING ANY NEGLIGENCE BY ANY RELEASEES.

PARTICIPANT agrees that they have a basic understanding of the signs and symptoms of a concussion and have taken concussion training. If PARTICIPANT is showing signs of a concussion then the PARTICIPANT will remove the concussed athlete from the athletic activity and subsequently for the remainder of the day and seek immediate medical attention. PARTICIPANT understands that the athlete should not be permitted to return to the athletic activity until being evaluated, and getting written clearance, from a licensed health care provider.

PARTICIPANT expressly acknowledges and agrees that the activities at the event in which he or she is participating are dangerous and involve the risk of serious injury and/or death and/or property damage. PARTICIPANT further expressly agrees that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the law of the state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

"RELEASEES" mean 2012 Sports Events, LLC, and each of its respective owners, investors, subsidiaries, affiliates and any event hosts, other PARTICIPANTS, coaches, officials, sponsors, advertisers, and owners and operators of facilities and premises used for 2012 Activities, and any and all officers, directors, agents, contractors, employees and representatives of any of the foregoing.

PARTICIPANT agrees that if any claims or causes of action relating to PARTICIPANT's personal injury or wrongful death or for property damage relating to or arising out of any 2012 Activities are made or commenced against any RELEASEES, PARTICIPANT shall defend, indemnify and hold harmless such RELEASEES from such claims or causes of action and all damages and liabilities relating thereto, including reasonable attorneys' fees and costs and expenses to defend.

PARTICIPANT AGREES THAT:

1. Before participating in any 2012 Activities, participant will inspect the facilities, premises and equipment to be used, and if they believe that anything is unsafe, they will immediately advise their coaches or supervisors or the Tournament officials of such conditions and refuse to participate.



2. It may be necessary to play games in adverse weather conditions due to the nature of the particular events. Games, Tournaments and Activities may also be cancelled, for any reason, as specified by the rules of each Tournament participating in the US Champions Cup, in which the PARTICIPANT participates.

3. PARTICIPANT understands that the event may be photographed, videotaped, or otherwise recorded, and I agree that the 2012 shall be the exclusive owners of the results of such photographing, videotaping and/or recording with the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the event or otherwise, without any additional consideration to me or to any third party. I further agree that the Event may use my name, voice and likeness (in any form and without regard to distortions of character, form or color, or any other alteration) in photographs, videotapes, audiotapes, and all other media now known or hereafter developed, throughout the world, for an unlimited number of times, in perpetuity, in connection with the Event or otherwise, without any additional consideration to me or to any third party.

4. This Waiver and Release shall be governed by the laws of the State of Texas.

5. We may, at any time, and at our sole discretion, modify the Waiver of Liability, Release, Assumption of Risk, and Indemnity Agreement, including our Privacy Policy, with or without notice. Any such modification will be effective immediately upon public posting. Your continued use of our Service(s) and <https://uschampionscup.com> following any such modification constitutes your acceptance of these modified Terms.

PARTICIPANT ACKNOWLEDGES THAT HE OR SHE (A) HAS READ THE ABOVE PARAGRAPHS; (B) HAS NOT RELIED UPON ANY REPRESENTATIONS OF ANY RELEASEES WITHOUT REASONABLE VERIFICATION OR INQUIRY; (C) HAS, TO THE BEST OF HIS OR HER KNOWLEDGE AND TO HIS OR HER SATISFACTION, BEEN FULLY ADVISED OF THE RISKS AND POTENTIAL DANGERS OF 2012 ACTIVITIES; AND (D) SIGNS THIS AGREEMENT VOLUNTARILY, UNDERSTANDING THAT THIS AGREEMENT IS NECESSARY IN ORDER FOR AMATEUR SPORTS EVENTS, SUCH AS THE 2012 ACTIVITIES, TO EXIST IN THEIR PRESENT FORM.

Participant/ Player's Name: _____ Date of Birth: _____ Jersey #: _____

Participant/ Player Name: _____

Participant/ Player Signature X _____ Date: _____

FOR PLAYERS OF A MINORITY AGE

(Under Age 18 of time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releasees, to the fullest extent permitted by law.

Parent/ Guardian Name: _____

Parent/ Guardian Signature X _____ Date: _____