



A9 SOCCER S AND PROGRAMS WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS

AS PARENT, LEGAL GUARDIAN, OR EMPOWERED REPRESENTATIVE OF EACH MINOR CHILD(REN) REGISTERING TO ATTEND A9 SOCCER CAMPS AND PROGRAMS (THE "PROGRAM") MUST AGREE TO THE TERMS OF THIS WAIVER AND RELEASE OF LIABILITY, AND NAME AND LIKENESS, PRIOR TO THE CHILD(REN) PARTICIPATING IN THE PROGRAM.

I, on behalf of myself and my Child(ren), hereby acknowledge and agree that:

Name and Likeness Release:

In consideration for my child(ren) being permitted to participate in the Program, I hereby grant permission to A9 Soccer, LLC, and each of its affiliated or subsidiary companies, their successors, agents, and assigns ("A9 Soccer") to utilize my child(ren)'s name, voice, and likeness (including, but not limited to, photographs and any video/audio recording of my child(ren)'s appearance at the Program) in any and all manner and media, now known or hereafter developed, throughout the universe in perpetuity without limitation and without additional compensation or consideration, notification, or permission, unless prohibited by applicable law. I hereby waive any right that I or my child(ren) may have to inspect or approve any finished product (including, but not limited to, any program blog, brochures, videos, slide shows, web sites, and/or other materials) or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release on behalf of my child(ren) and that my granting this waiver and release and the rights conveyed thereby will not infringe upon the rights of any third party. I hereby assign all rights, title, and interest my child(ren) or I may have in any and all media now known or hereafter developed in which any or all of my child(ren)'s appearance, name, voice, and/or likeness have been captured in connection with the Program to A9 Soccer, along with full rights of assignability. I understand and agree that any photographs and/or video/audio recordings I make of my child(ren) at the Program shall be used solely for my and his/her/their private, noncommercial use, and that absolutely no sale, transmission, distribution, or commercial use of any such photographs and/or video/audio recordings or descriptions are permitted.

Physical Condition:

On behalf of my child(ren), I accept and assume any and all risks associated with his/her/their attendance and participation in the Program and all related activities. I understand that my child(ren) should not attend the Program if he/she/they are not in a healthy condition. Furthermore, I do hereby verify that my child(ren), to the best of my knowledge, is free from contagious disease, is fully immunized, and is able to participate

in the Program. Therefore, I hereby confirm that my child(ren): (i) has no psychiatric, medical, and/or physical condition or history which would prevent him/her/them from participating in the Program and/or endanger himself/herself/themselves or others at the Program; (ii) has not been instructed by any physician to refrain from participating in the Program; and (iii) is physically fit and able to participate in the Program.

Medical Treatment:

In connection with any injury my child(ren) may sustain or illness or other medical conditions my child(ren) may experience during his/her/their participation in or attendance at the Program, I authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by the attending medical personnel if I am not able to act on my child(ren)'s behalf. In the event that I cannot be contacted in the event of an emergency, I further hereby grant A9 Soccer permission to administer immediate treatment and/or take my child(ren) to a hospital emergency room via ambulance/emergency vehicle. I further authorize the attending medical personnel to execute on my child(ren)'s behalf any permission forms, consents, or other appropriate documents relating to medical attention. I agree to assume all liability for any expenses incurred in such an emergency (transportation, hospitalization, x-rays, etc.). I also understand and agree that A9 Soccer will notify me if my child(ren) becomes ill during program hours, and I will arrange to have my child(ren) picked up immediately from the program. Further, I waive and release A9 Soccer and its owners, officer, directors, employees, agents and independent contractors from any and all liability for personal injuries, illness, loss, or damage to property.

Program Policies and Rules:

I understand and agree that my child(ren) must abide by the Program policies and rules and the instructions of the Program organizers, employees, staff, counselors, and volunteers at all times, and that my child(ren)'s failure to do so will result in his/her/their immediate dismissal from the Program. These policies, rules, and instructions are at the sole discretion of the Program organizers, employees, staff, counselors, and volunteers; however, it is understood that all policies, rules, and instructions seek at all times to ensure the overall safety of the Program and each of its participants. Furthermore, should my child(ren) fail to behave in an appropriate manner, intentionally harm another participant, exhibit signs of illness, or violate any Program policy and rule, I shall promptly retrieve my child(ren) when contacted by A9 Soccer to do so, or, if I am unable to do so, notify A9 Soccer of the person retrieving my child(ren) on my behalf. I acknowledge and agree that no part of the tuition paid will be refunded to me should my child(ren) be dismissed from the Program. I also understand and agree that no reduction or prorate in the tuition will be made for late arrivals, early departures, vacations, illness, or injury.

Assumption of Risk:

I understand that my child(ren), and each participant in the Program, will be engaging in activities that may involve the risk of serious personal injury, illness, permanent



disability, dismemberment, and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence, and failure to act of my child(ren) and others (including, but not limited to, other participants in the Program, and the organizers, employees, staff, counselors, and volunteers, if any, of the Program) and the condition of any real or personal property, facilities, or equipment used during the Program. I also understand that there may be risks involved in any and all activities which my child(ren) may participate which are not known to me, my child(ren), A9 Soccer, or its organizers, directors, members, employees, staff, counselors, and volunteers, if any, and may not be foreseen or reasonably foreseeable by any of the foregoing entities or persons at this time or at the time of the Program. In consideration for my child(ren) being permitted to participate in the Program, I, on behalf of my child(ren), assume all of the foregoing risks, including, but not limited to, the risk of any negligence by other Program participants or by A9 Soccer, and its respective owners, partners, directors, officers, employees, and agents, and the risk of injury caused by the condition of any real or personal property, facilities, or equipment used during the Program, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment, and death), illness, damage, loss, claim, liability, or expense (including reasonable attorneys' and professionals' fees), of any kind or nature, that my child(ren) or I may suffer arising out of or in any way connected with the Program or my child(ren)'s participation in or attendance at the Program. Furthermore, I, on behalf of my child(ren) agree to indemnify and hold harmless A9 Soccer and its owners, partners, directors, officers, employees, and agents from any claim that I might have arising out of my child(ren)'s participation in, or involvement with the Program. I understand that my child(ren) are fully responsible for complying with all rules and regulations of the Program and that A9 Soccer reserves the right to cancel my child(ren)'s participation in the Program at any time. I further understand that while A9 Soccer will make every effort to minimize lost items at the Program, A9 Soccer is not responsible for any property left at the Program. I also agree that no general or limited partner, shareholder, director, officer, member, beneficiary, trustee, manager, other controlling person, investor, employee, attorney, agent, or independent contractor of A9 Soccer (each an "Exculpated Person") shall be personally liable for any obligation or liability of such party in connection with the Program, and all obligations and liabilities of such party in connection with the Program are enforceable solely against such party and such party's assets, and not against any Exculpated Person or the assets of any Exculpated Person.

Liability Release and Indemnity Agreement:

I, on behalf of my child(ren), hereby release and forever discharge and agree to indemnify and save and hold harmless A9 Soccer, Program facility partners, the respective owners (direct and indirect) and each of their respective parents and affiliated and subsidiary companies, volunteers associated or affiliated with the Program, and each of the aforementioned respective officials, owners, partners, directors, officers, employees and agents, and the other participants in the Program

(each such entity or individual being referred to as a "Released Party"), of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness losses, damages, claims, liabilities, or expenses of any kind or nature (and whether accruing to me, my child(ren), my heirs, or my personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence, or failure to act by any Released Party or condition of any real or personal property, facility, or equipment of any Released Party, and that arise out of or are in any way connected with any aspect of the Program or my child(ren)'s participation therein or attendance thereto. I acknowledge that, in the event of any breach by A9 Soccer, or any third party, the damage, if any, caused me or my child(ren) thereby will not be irreparable or otherwise sufficient to entitle me or him/her/them to seek injunctive or other equitable relief, and my child(ren) and I will be strictly limited to the right, if any, to recover damages in an action at law. Neither my child(ren) nor I will have either the right to rescind or terminate this waiver and release or any of A9 Soccer's rights hereunder, or the right to enjoin the production, exhibition, or other exploitation of my child(ren)'s name, voice, and likeness, or any subsidiary or allied rights with respect thereto.

Severability of Provisions:

I have carefully read the entirety of this waiver and release and agree to all its terms and conditions. I represent that I am the parent, legal guardian or empowered representative of the minor child(ren) in the registration form with the authority to give this waiver and release, and I hereby agree that both my child(ren) and I shall be bound hereby. I agree that the foregoing terms and conditions are intended to be as broad and inclusive as is permitted by law, and any terms and conditions set forth herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other terms and conditions. This waiver and release will inure to the benefit of and will be binding upon both my, my child(ren)'s, A9 Soccer's respective affiliates, successors, licensees, assigns, heirs, and representatives. The validity, construction and enforceability of this waiver and release shall be governed by, and construed and interpreted in accordance with the internal laws of all states of the United States of America without regard to conflict of law rules applied in such jurisdiction.

Conclusion:

I have carefully read the entirety of this waiver and release and agree to all its terms and conditions. Knowing all of these facts and in consideration for your accepting my child(ren)'s enrollment form/online registration and for being allowed to participate in the Program, I, for myself, my child(ren) attending the Program, and anyone else who may claim on me or my child(ren)'s behalf ("I") hereby agree that neither A9 Soccer and/or the schools or facilities that host the Program, are responsible for accidents, injuries, and/or medical or dental expenses arising from my child(ren)'s participation at the Program and, accordingly, I covenant not to file suit against or otherwise sue A9 Soccer, and waive, release, and discharge A9 Soccer and the various schools or facilities that host the Program, and anyone working on their behalf from any and all claims of



liability or expenses of any kind or nature whatsoever arising out of or relating to my child(ren)'s participation in the Program.

Player Name(s):

Parent / Empowered Representative Signature:

Printed Name:

Relationship to Minor Child:

Date:
