

ACKNOWLEDGEMENT, WAIVER AND RELEASE

The undersigned, for him/herself and/or on behalf of any participant ("**Participant**") under the age of eighteen (18), in consideration for Participant's voluntary participation in the "GATORADE 5v5 SOCCER TOURNAMENT" AND, if Participant's team qualifies, Participant's voluntary participation in the "US NATIONAL QUALIFIER" and/or the "UCL FINAL 5v5 EXPERIENCE" (collectively, the "**Event**") – including all travel and activities and all other aspects thereof – sponsored by The Gatorade Company, an indirect subsidiary of PepsiCo, Inc. (together with its parent, subsidiaries, bottlers, distributors, affiliates, agents and assigns, "**Gatorade**"), and offered by and through the collaboration of Gatorade, MKTG, Inc., Nobox, Fuse Sport and Entertainment, and Fusion Latina, LLC (collectively, the "Releasees"), does hereby represent, acknowledge, covenant, and agree as follows:

1. The undersigned hereby certifies that (i) Participant is at least eighteen (18) years of age or older, or that the undersigned is the parent or legal guardian of Participant and is making this agreement on behalf of the undersigned and Participant; and (ii) Participant is in good health and in proper physical condition to participate in the Event.
2. The undersigned hereby certifies that Participant is physically fit and that Participant has not been advised by any qualified medical professional not to participate in the Event, or in events involving similar activities. The undersigned further certifies that there are no health-related reasons or problems which preclude Participant's participation in this Event. The undersigned acknowledges that this Assumption of Risk, Release, and Waiver of Liability Agreement (the "Agreement") will be relied upon by the Releasees hereto, and that it will govern my actions and responsibilities at the Event.
3. I acknowledge and agree that I understand the nature of the Event, and that participation in the Event is completely voluntary and undertaken with my full consent. The undersigned understands that there are certain risks and dangers, foreseen and unforeseen, associated with and inherent in participating in the Event; and the undersigned agrees that, except as expressly set forth herein, the undersigned knowingly and voluntarily accepts and assumes responsibility for each of these risks and dangers and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Event. Such risks may include, but are not limited to, the dangers of serious personal injury, property damage, and accident or illness (including the risk of death and/or injury to Participant's neck, back, spine, knees, or other parts of the body) ("Injuries and Damages"). I know that Injuries and Damages can occur by natural causes or by the activities of other persons, including without limitation any act or inaction by other participants in the Event, by representatives of the Releasees, or any other third parties, either as a result of negligence or because of other reasons.
4. I acknowledge that the Releasees have not tried to contradict or minimize my understanding of these risks.
5. I further acknowledge that the following in the event Participant's team advances to the "US NATIONAL QUALIFIER" and/or "GATORADE UCL FINAL 5V5 EXPERIENCE":
 - a. I acknowledge that there are specific risks and security concerns in travelling and that such travel is not without risks and unforeseen circumstances. For travel to a foreign country it is recommended that participant visit each country's tourism website on travel to the countries in general.
 - b. I understand and acknowledge that no substitution of Participant's participation in the Event is offered and such participation may not be transferred to a third party. I understand that Participant must travel on the dates and at the times designated by Gatorade, and no alternative travel dates are available. If, for any



reason whatsoever, Participant is unable to attend any portion of the Event; I understand that Participant forfeits and relinquishes any and all rights related thereto. Any desired life, accident, travel, property or other insurance relating to the Event is my sole responsibility and expense.

Publicity Release/Permission To Use Likeness

6. I hereby acknowledge and agree, notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, that (i) Releasees (and their agents, contractors, and employees) may interview, photograph, record, tape, film and otherwise record Participant's name, likeness, voice, image(s), physical and other data, and/or activities of any sort whatsoever in the course of Participant's participation in the Event (the results of which collectively are referred to herein as "Material"); (ii) Releasees may and hereby are authorized to take any action with respect to the Material, Participant's name, voice, biography, likeness, and other personal identification or data in connection with Releasees' businesses, products, and services, and for public relations and marketing purposes (including without limitation distribution or publication through media outlets, website, social media and all other media now known or hereafter developed), throughout the world, and Releasees may allow others to do the same; and (iii) Releasees may and hereby are authorized to (and to allow others to), without any compensation to me, use, reproduce, disseminate, alter, edit, dub, add to, subtract from, and otherwise exploit any of the foregoing (including, without limitation, any manner in which any of the foregoing may be altered or modified) or derivatives or extensions or imitations or parodies or spoofs thereof in any manner that Releasees see fit, in any medium or technology now known or hereinafter invented, throughout the universe in perpetuity.

7. I understand and acknowledge that I have no approval rights for the Material. I also understand and agree that I do not have any right to compensation in connection with the granting of these rights.

8. I agree that, with respect to all of the results and proceeds of any and all of Participant's participation and/or contribution in and to the Event and/or Material, Gatorade (or its assigns) is and shall be deemed the author and/or exclusive owner for all purposes and the exclusive owner throughout the world of all the rights of any kind comprised in the copyrights thereof, and of any and all other rights thereto, and that Gatorade (or its assigns) shall have the right to exploit any or all of the Material in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as Gatorade determines. I hereby irrevocably and unconditionally waive any and all moral and like rights that I may have in the Event and I further agree not to retain, acquire nor assert now or in the future any right, title or interest in the Event.

9. I hereby grant to Gatorade, its bottlers/distributors and designated agents and representatives, the exclusive, unconditional, perpetual, irrevocable, royalty-free, worldwide and assignable right to copyright, encode, store, copy, sublicense, transmit, broadcast, publish, post, exhibit and/or otherwise use, without compensation such Material either alone or accompanied by other materials in any manner and in any media now known or hereafter created (including but not limited to print, TV (broadcast or cable), the internet and on various social media platforms in Gatorade's sole discretion) in whole or in part, in edited, modified, or altered format, at any time hereafter for any purpose whatsoever, including without limitation, for advertising, trade and marketing purposes all without prior examination or approval by me, including any written copy that may be created therewith.



Release Of Liability And Waiver Of Claims

10. On behalf of myself, my heirs, executor, administrator and assigns, I hereby RELEASE and forever DISCHARGE, and I COVENANT NOT TO SUE, the Releasees, including without limitation The Gatorade Company, PepsiCo, Inc., and each of their respective officers, employees, agents, bottlers, parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional or judging agencies, and hired vendors and subcontractors (together, "Releasee Affiliates"), from and against any and all Injuries and Damages whatsoever which may be sustained directly or indirectly as a result of participation in the Event, including, but not limited to in connection with the receipt, use or ownership of any prizes awarded to me in connection with the Event, or while traveling to or from, preparing for and/or participating in any Event or Event-related activity including without limitation the ability to travel from my home country to any and all of the travel points connected with the Event, any personal injury, property damage and/or death which may occur and all risks associated with travel and staying in a city/country other than my own.

11. I hereby further agree, to the fullest extent allowed by law, to RELEASE, WAIVE, and DISCHARGE, and I COVENANT NOT TO SUE, the Releasees and/or the Releasee Affiliates from and for any and all liability for defamation, libel, slander, invasion of right of privacy, publicity, or personality or any similar matter based upon or relating to my participation in the Event or the exercise of any of the rights granted or referred to herein.

12. I acknowledge that Gatorade shall have no obligation or responsibility whatsoever to me and/or Participant in connection with the Event or the granting of these rights and I hereby waive and release and forever discharge Gatorade from any claims which I may now or in the future have in connection with the use of any of the materials described herein.

13. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

14. This Acknowledgement, Wavier and Release is governed by the laws of the State of Illinois, USA.

I certify that I have read this Agreement, and that I have had the opportunity to ask questions about this Agreement and about the nature of my participation in the Event. I certify that I fully understand this Agreement, that I am giving up substantial rights in connection with signing this Agreement, and I understand that the terms herein are contractual, and not a mere recital. I acknowledge that I am signing this Agreement freely and voluntarily.

I certify that I am at least 18 years of age and have the legal capacity to enter into this agreement, or, that I am the parent or legal guardian of Participant and am entering into this Agreement on behalf of myself and Participant.



AGREED AND ACCEPTED:

Participant is the age of majority in my country/jurisdiction or older. (See box below for persons under the age of majority)

Participant Name: _____

Signature: _____

Date: _____

Address: _____

Participant is not the age of majority in my country/jurisdiction.

Participant Name: _____

Signature: _____

Date: _____

Note: If the Participant is under the age of majority in their country/jurisdiction, then the participant's Parent or Legal Guardian must sign this Waiver in the space below.

By signing below, the Parent or Legal Guardian confirms his/her agreement to the terms and conditions of the minor participant's participation in the Event, and agrees to be bound by such terms and conditions on behalf of himself/herself and on behalf of the minor participant.

Acknowledged and Agreed:

Parent or Legal Guardian Print Name: _____

Parent or Legal Guardian Signature: _____

Date: _____

Parent or Legal Guardian Address: _____



EXPECTED PARTICIPANT AND GUEST BEHAVIOR

All participants and their guests will be expected to behave accordingly. Any participant and/or guest who is deemed to be behaving in such a way that is not acceptable will be made aware of the situation and required to immediately change their behavior.

Un-acceptable behavior is generally regarded as actions, either physical or verbal, that may offend or disturb any other participant, guest, staff, talent or event attendee that results in a negative experience.

Event coordinators hold the right to withdraw participation in any scheduled activities, of any participants and/or guests who are deemed not upholding reasonable behavior.

It is important that all participants and guests are aware that they are participating on behalf of Gatorade and as such we expect that all participants and their guests behave appropriately at all times and in particular do not cause distress to any other participants or guests, behave in such a way that negatively impacts the enjoyment of the trip for other participants or guests and do not bring Gatorade’s name and credibility into disrepute.

However, with that said it is the utmost objective that all participants and guests have fun and enjoy what will be an experience of a lifetime!

PRINTED NAME OF COACH

SIGNATURE OF COACH DATE SIGNED



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PRINTED NAME OF PLAYER

SIGNATURE OF PLAYER

DATE SIGNED

PRINTED NAME OF GUARDIAN

SIGNATURE OF GUARDIAN

DATE SIGNED