



## **TOTAL90 FUTBOL ACADEMY WAIVER**

### **RISK POLICY**

I have enrolled myself and/or my child in a program offered by Total90 Futbol Academy LLC. I do hereby give my full consent and approval myself and/or child to participate in any and all Total90 Futbol Academy Events.

I fully understand that there are risks associated with playing soccer, such as injuries, concussions, and in some cases death, inherent in the practice and play of soccer, as well as in traveling, use of Total90 Futbol Academy LLC facilities, and other related activities incidental to my own and/or child's participation, and I am willing to assume these risks on behalf of myself and/or child. These risks include, but are not limited to, those hazards associated with weather conditions, travel, playing conditions, equipment, and other participants including coaching and administrative staff.

I understand that the very nature of the game of soccer is very demanding physically and mentally and carries such risks that can cause serious injury or death to myself and/or child and other participants. Further, I agree that in consideration for the right to allow my child to participate in the Total90 Futbol Academy event, and in consideration for permission to practice and play on the fields arranged by Total90 Futbol Academy LLC.

On behalf of myself and/or child I do voluntarily elect to accept and solely assume all risks of injury incurred or suffered by my child (a) while practicing or playing as a member of the Total90 Futbol Academy, participation in any Total90 Futbol Academy event, and/or as a member of the Total90 Futbol Academy Select Team Programs so designated, (b) while serving in a non-playing capacity as a member or observer during practice or play by other teams or by other players participating in the Total90 Futbol Academy and/or the Total90 Futbol Academy Select Team Programs, and (c) while upon the premises of any and all of the fields, facilities arranged for by Total90 Futbol Academy LLC for practice or play.

In addition to giving my full consent for my own and/or child's participation, I do hereby irrevocably, unconditionally and forever waive, release, discharge, and agree not to sue the Total90 Futbol Academy LLC, the owner or operator of any fields and facilities arranged by Total90 Futbol Academy LLC, or any persons or entities that are connected with the Total90 Futbol Academy and Total90 Futbol Academy Select Team Programs for any claim, damages, costs including but not limited to attorney's fees, or cause of action which I or my child have or may have in the future as a result of damages, injuries, including death, sustained or incurred by my child from whatever causes including, but not limited to, the negligence, breach of contract or wrongful conduct of the parties hereby released. 3. I hereby certify that my child is fully capable of participating in the physically demanding sport of soccer, and that my child is healthy and has no physical or mental disabilities or infirmities

that would restrict full participation in any and all activities associated with the sport of soccer.

I further agree on behalf of myself and/or child receiving the invitation to participate in the Total90 Futbol Academy Programs, that I shall hold harmless and fully indemnify the Total90 Futbol Academy LLC and each of their respective owners, members, managers, employees, agents and affiliates from any and all claims, damages, costs including but not limited to attorney's fees, and causes of action which may arise from any cause of action made by me or by, through or on behalf of my child, even if the damages, injuries or death are caused in whole or in part by any of the persons or entities hereby released.

## **COVID-19 DISCLAIMER**

Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Total90 Futbol Academy has put in place preventative measures to reduce the spread of COVID-19, however, Total90 Futbol Academy cannot guarantee that you or your child(ren) will not become infected with COVID-19. Because soccer is to some extent a contact sport, it is possible that participating in Total90 Futbol Academy 's events could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in Total90 Futbol Academy events. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Total90 Futbol Academy LLC, its employees, members, managers, agents, and representatives, of and from any and all liabilities, loss, claims, actions, damages, causes of action, costs or expenses of any kind arising out of or relating to any exposure to or infection by COVID-19 that may result from my or my child(ren)'s participation in Total90 Futbol Academy Events and Programs ("Claims"). I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Total90 Futbol Academy LLC, its employees, members, managers, agents, and representatives.

## **REFUND POLICY**

We do not offer refunds or credits for anything other than tours. Once payment is received, and enrollment confirmed, fees are non-refundable, without good reason. If a player is unable to attend a session for any reason, they can make up the session/sessions. If Total90 Futbol Academy sessions are suspended before the term is completed, and less than 50% of the sessions have been fulfilled, then a credit will be offered to those who are enrolled, equal to the number of sessions remaining, minus an administrative fee. Credits can be used towards future Total90 Futbol Academy programs.

## **IMAGE USE POLICY**

As part of my and/or child's participation in the Total90 Futbol Academy Program (the "Program") for soccer players operated by Total90 Futbol Academy LLC, a Oklahoma (USA) limited liability company, under the trade name "Total90 Futbol Academy LLC", I, as the parent or legal guardian of the child named below, understand that my child may be featured in the "Player Profile" section of the

Program website (the "Profile"). If my child is selected for a Profile, Total90 Futbol Academy will create a Web page dedicated to my and/or child's performance on the soccer field that will include, among other things, my and/or child's name and likeness, photographs, academic statistics, nationality and legal residency, interviews, videos, and such other personally identifiable information as Total90 Futbol Academy may determine from time to time (the "Content"). Information on the Profile will be publicly visible to collegiate and professional soccer coaches and sports recruiters and others in the international soccer community throughout the world. I/parent or legal guardian, do hereby give my full consent and approval for myself and/or child to be featured in a Profile, and do further hereby authorize and grant to Total90 Futbol Academy, its employees, agents and affiliates throughout the world, and any and all publishers of the Content (each a "Releasee"), the irrevocable, unlimited, exclusive, worldwide, royalty free, perpetual license to:

I warrant and represent that I have the unrestricted right and ability to grant the rights described herein on behalf of myself and/or child, that any Content submitted to Total90 Futbol Academy for inclusion in my and/or child's Profile will be true, accurate and complete in all material respects, and that the use of the Content by any Releasee as described herein does not and will not violate or infringe upon any copyright, trademark, patent, trade secret, right of publicity or privacy, or any other intellectual property, proprietary right or any right of any nature of any person, corporation or other entity whether contractual, statutory or at common law.

I hereby waive any right that I may have to inspect and/or approve the use of the Content and acknowledge that no Releasee has made any promise or guarantee that the Content will be used or published as described herein. I understand that neither I nor my child will receive compensation of any kind for the Content.

I fully understand that there are potential risks and dangers associated with the posting of personally identifiable information on a web site, since global access to the Internet does not allow Total90 Futbol Academy or anyone else to control who may access such information. I do hereby voluntarily elect to accept and solely assume all risks and do hereby further irrevocably, unconditionally and forever waive, release, discharge, and agree not to sue Total90 Futbol Academy LLC, the owner or operator of any fields and facilities arranged by Total90 Futbol Academy LLC, or any persons or entities that are connected with the Total90 Futbol Academy Program for any claim, damages, costs including but not limited to attorney's fees, or cause of action which I or my child have or may have in the future as a result of any loss, claim, damage, liability or expense which I or my child may incur as a result of my child's being featured in a Profile as provided above.