



PARTICIPATION, USE OF LIKENESS, AND RELEASE OF LIABILITY FORM

FULL NAME OF PARTICIPANT: _____

ACTIVITY/EVENT: **W - GC, Bigger Game Activities** DATES: **February 27th**

VENUE/CITY/STATE: **Carson, CA**

- Participation. I, the undersigned, agree to agree to all the terms and conditions set forth in this Participation, Use of Likeness, Release of Liability Form (the "Release"), as provided further below and as lawful consideration for being permitted to participate in the activity, event, and ancillary events (the "Event").
- Use of Likeness. I hereby grant The Confederation of North, Central America and Caribbean Association Football ("Concacaf"), and Concacaf's agents, affiliates, designees, successors, assigns and licensees (together the "Authorized Persons") the irrevocable, unrestricted right and permission to *use and exploit* (i.e., take, film, display, publicly perform, publish, use, re-use, re-publish, exhibit, transmit, broadcast, reproduce, record, photograph, modify, edit, adapt, create derivative works, archive, distribute, sell, rent, license, digitize or transfer to videotape, video files, slides, photographs, audio tapes, or other media now known or later developed, composite or distorted in character form, without restrictions as to changes or alteration, in color or otherwise), in whole or in part, throughout the universe, on a perpetual basis, my name, image, likeness, voice, appearance, performance and other personal characteristics and information (the "Material") in relation to the Event and Concacaf, either alone or with other products, services or materials, for any purpose consistent to the Event, the Authorized Person's, and/or Concacaf's nature of business and mission, including without limitation promoting or publicizing any of the uses in any means (e.g., print publications, media, broadcasts, films, marketing, websites, social media, posters, press releases, interviews, the internet, and with other footage, advertising and promotional materials). Neither Concacaf nor any of the Authorized Persons shall have any liability to me for any result arising from the use or exploitation, or for any modification, editing, alteration of the Materials or other effects resulting therefrom. I waive the right to inspect or approve the finished product wherein the Material appears. To the fullest extent permitted by law, I waive any right to royalties or other compensation arising or related to the use of the Material. I understand and agree that the Material obtained in relation to the Event will be the sole property of Concacaf, including copyright interests and the right to register and sue to enforce such copyrights against infringers and that I shall have no rights, interest or ownership in the Material or its copyright and that no right shall be returned to me hereinafter. Lastly, I represent and warrant that the use of the Materials and the rights granted hereunder do not, and will not, violate any right of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required in connection herewith. For clarity, I hereby give all clearances, copyright and otherwise, for use of my name likeness, image, voice, appearance, and performance embodied in the Material. These rights granted herein are perpetual, royalty-free, and worldwide.
- Release of Liability. I hereby assume all risks and dangers incidental to the Event or in preparation to the same, including at venues or premises, whenever and however they occur, including without limitation the danger of being injured by sports gear, third party's equipment, automobile accident, or other, or becoming exposed or infected to communicable diseases. I, for myself and my heirs, successors,

assigns and next of kin, expressly covenant not to sue, waive and release, defend, hold harmless and forever discharge Concacaf, any Authorized Person, the Event, the host venue, and entity organizing and/or staging the Event, and each of their partners, sponsors, agents, and affiliates, including their respective officers, directors, employees, successors, and assigns (together, the "Releasees") against any and all claims, alleged claims, losses, damages and actions (including reasonable attorneys' fees and expenses) related to or arising out of (i) any personal injury or harm, death, or property damage attributable to my participation in the Event, whether arising out of the negligence of the Releasees or otherwise, (ii) breach of any of the covenants, representations and warranties made in this Release, (iii) breach of any Concacaf, Event, and/or venue regulations, and (iv) breach of any applicable laws and regulations, including, but not limited, CDC's COVID-19 guidelines.

Except for any liability that may not be excluded as a matter of law, none of the Releasees shall be responsible for any direct, indirect, consequential, incidental, punitive or special damages of any kind in connection with this Release or the Event. By signing this Form, I acknowledge I am giving up my rights to recover from the Releasees in a lawsuit for any personal injury, including death, or any property damage that results from the risks that are a natural part of the activity or any other claim in relation to the Event. I have the right to refuse to sign this form, and Concacaf and the Releasees have the right to refuse to authorize my participation if I do not sign this Release. My voluntary signing of this Release is meant to bind myself and my next of kin and assigns to the terms and conditions herein both for the date I have signed my name hereto as well as during for my participation in the Event.

Any claim or cause of action arising hereunder shall be governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provision. Any dispute shall be brought only in the federal and state courts located in Miami-Dade County, and I hereby consent to the exclusive jurisdiction of such courts. If any provision herein is found to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision.

I HAVE READ THIS RELEASE AND I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: _____

Date of Signature: _____