

## **APL Tournaments Waiver and Permission Form – FC DELCO Players Cup Participant)**

First Name: \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Team Name: \_\_\_\_\_ Tournament Age Group: \_\_\_\_\_

### **TERMS AND CONDITIONS OF PARTICIPATION – PLEASE READ BEFORE SIGNING**

#### **I. DISCLAIMER OF LIABILITY: ALL PLAYERS**

None of APL Tournaments, LLC (formerly known as YSC United Sports Tournaments, LLC), YSC Sports, LP, YSC Sports Partners, LLC, United Sports Training Center, LLC, YSC Real Estate, LP, YSC Real Estate Partners, LLC, Striker Investment Group, LP, or any of its or their affiliates or subsidiaries (collectively and for purposes of this Player Waiver only, referred to as "YSC"), or any of its or their respective officers, directors, trustees, employees, agents, heirs, assigns, business associates or representatives, or their personal representatives, administrators or executors (including, without limitation, coaches), or the owners of any facility where the YSC programs take place (collectively, the "Released Parties"), are responsible for any loss of or damage to property, injury, or death suffered or incurred by any person while participating in, observing or otherwise being involved in any YSC programs.

#### **II. AUTHORIZATION TO PARTICIPATE AND PARENTAL CONSENTS**

I verify that I, \_\_\_\_\_ (insert Player Name) am in good health and physical condition and able to fully participate in the YSC programs. I agree that I will be bound by and comply with the rules, regulations and policies of YSC, and to permit myself to be disciplined under those rules and policies in the event of my noncompliance, as determined necessary by YSC, in its or their sole discretion.

##### **A. CHECK ALL THAT APPLY**

###### **1. PLAYER IS \_\_\_\_\_ UNDER 18**

I am under the age of 18 when I sign this waiver. I represent that the person executing this Player Waiver as my legal guardian or parent is in fact my legal guardian or parent.

###### **2. PLAYER IS \_\_\_\_\_ UNDER 13**

I am under the age of 13 as of the date I sign this Player Waiver, I understand that YSC may not use any personally identifiable information provided by me to YSC without the express consent of my legal guardian or parent, as indicated and limited below, and that my parent or legal guardian's verifiable consent is required and given below.

#### **III. RELEASE CONCERNING INFORMATION AND LIKENESS**

##### **A. AS TO ALL PLAYERS**

I understand that photographs, videos and telecasts may be made of me alone or together with others, and I agree that all rights in such photographs, videos and telecasts, including but not limited to rights of sale, reproduction, use and distribution, will belong to YSC, which may make whatever use of such photographs, videos and telecasts as it may desire, subject to certain limitations in the event I am under the age of 13. I hereby grant to YSC and its subsidiaries, affiliates and licensees the right to disseminate, reproduce, record, exhibit, print and publish my name, likeness, voice and biographical material for any purposes, including advertising YSC and/or their products, services and facilities, subject, again, to certain limitations in the event I am under the age of 13 at the time I sign this Player Waiver.

##### **B: AS TO PLAYERS UNDER 13**

I hereby swear and affirm that I am the parent or legal guardian of the Player identified above. I understand that because my child is not yet 13 years of age, my consent is required in the event that any personally identifiable information is collected, gathered or maintained by YSC or any third party with which YSC does business (together, "YSC"), whether or not by contract and whether or not collected, gathered or maintained with the direct or indirect involvement of my child through any online mechanism.

I understand that for purposes of the Childrens' Online Privacy Protection Act ("COPPA"), my consent is required prior to YSC being permitted to publish, display, disseminate or use any personally identifiable information concerning my child online via its or any other website or other electronic media. By signing below, I am consenting to and authorizing YSC to do the following, and only the following at this time:

1. Display my child's photograph on its website and on the website of any third party with which YSC has a business relationship;
2. Include, with such photograph, my child's name, school and/or club affiliation, and hometown, but not his or her specific street address; and
3. Produce, in conjunction with YSC sponsors, "trading cards" which include any or all of the items set forth in (1) and (2) above.

I am not consenting to anything other than that which is specifically stated above. Pictures of or videos containing my child may be used by YSC without the inclusion of my child's personally identifiable information. In the event YSC determines that it needs or wants to publish, display, disseminate or use in the future any personally identifiable information other than what I have specifically authorized above. YSC may not do so unless and until they acquire an additional written consent from me, irrespective of whether YSC is already in possession of such other personally identifiable information or needs to obtain it from me or my child.

I am signing this consent with the understanding that it is to be strictly construed and that it is not intended to and does not waive or consent to YSC's noncompliance with all relevant local, state and federal privacy and confidentiality statutes, regulations and rules.

**IV. RELEASE AS TO ALL PLAYERS**

I understand that participation in athletic activities, by its nature, involves a risk of serious injury. I acknowledge that I fully realize the dangers of participating in such activities, and fully assume all risks associated with my participation in such activities. I, for myself, my heirs, executors, administrators and assigns, hereby waive, release, acquit and forever discharge the Released Parties from any and all claims, rights, demands, actions, liabilities, obligations and causes of action of any and all kinds, nature and character whatsoever, known or unknown ("Released Claims"), arising out of or relating to the YSC programs and/or other activities, services and facilities provided by the Released Parties, it being expressly agreed and understood that I am giving the Released Parties a general release of any and all claims, present and future, that I may have against the Released Parties or any of them. I further agree that I will not sue the Released Parties with respect to the Released Claims. I understand that the granting of the foregoing release and covenant not to sue is an express condition to my being permitted to attend and participate in the YSC programs. I also understand that my intention to make the release stated in this section of this Player Waiver is, in the event I am under the age of 18 at the time I sign this Player Waiver, subject to the acknowledgement and consent of my legal guardian or parent, as may be indicated below. If I am under the age of 18 and such acknowledgment and consent does not appear below, I agree that YSC is not required to permit me to participate in any of the activities it operates until such acknowledgment and consent is given.

**V. SIGNATURES REQUIRED**

**A. PLAYERS AGE OF 18 AND OVER SIGN HERE**

Participant's Name (please print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**B. MINORS – PARENT/LEGAL GUARDIAN ADDITIONAL SIGNATURES**

*If the participant is a minor child (who is not yet 18 years old as of the date appearing below) his/her parent or legal guardian must sign and/or otherwise acknowledge this Player Waiver on such child's behalf in the space appearing below.*

Signature of Parent or Legal Guardian  
(if Participant is Under the Age of 18): \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Legal Guardian Name (please print): \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

*If the participant is also under the age of 13, the parent or legal guardian signature above is also an acknowledgement and consent that she/he consents to the specific provisions of this Player Waiver applying to such participant.*

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