



## **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021**

The undersigned participant (“Participant”), and if Participant is under the age of majority in his/her state of residence, then also the parent or legal guardian of such individual (together with the Participant, the “Undersigned”), signs this release and waiver of liability (this “Release and Waiver”) in consideration of participating in **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021**

and related activities (the “**COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021**”) and eligibility for the award of associated prizes and/or giveaways (the “Consideration”).

1. The Undersigned hereby releases and discharges **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** event organizers, including without limitation and each of their respective assignees, successors, licensees, officers, directors, agents, representatives, employees, sub-contractors, sponsors, partners, members and affiliates (collectively, the “Released Parties”) from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or at law, which the Undersigned or his/her child or ward, family, estate, heirs, representatives, executors, administrators, successors or assigns (collectively, “Related Parties”) may have, whether known or unknown, suspected or unsuspected, asserted or not asserted, arising out of participation by the Undersigned or his/her child or ward, including without limitation any claims due to the negligence of any of the Released Parties. The Undersigned understands, acknowledges and accepts that this Release and Waiver is intended to be binding on the Undersigned and the Undersigned's Related Parties.

**Section 1542 Waiver:** The Undersigned further hereby expressly waives the rights and benefits conferred upon the Undersigned under the provisions of Section 1542 of the Texas Civil Code and any similar statute of any other jurisdiction to the full extent that the Undersigned may lawfully waive all such rights and benefits with respect to Participant's participation in the **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021**. Section 1542 of the Texas Civil Code provides:

***GENERAL RELEASE: EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.***

The Undersigned is aware that the Undersigned (or the Undersigned's attorney) may hereafter discover facts different from, or in addition to, those that the Undersigned now knows or believes to be true with respect to the matters released herein, and the Undersigned hereby expressly assumes such risk and agrees that the foregoing release shall be and remain in full force and effect notwithstanding any such different or additional facts, and shall not be subject to termination or rescission by reason of any such different or additional facts.

2. The Undersigned understands, acknowledges and accepts that participation in the **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** involves certain inherent risks, including, but not limited to, property damage and serious bodily injury (including death), and agrees that Participant is voluntarily participating in the **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** with full knowledge of the risks involved and accepts all risks of participation. The Undersigned declares that Participant is physically fit and has the requisite skill level to participate in the **COPA TEXAS TOURNAMENT**

**“LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** Further, the Undersigned declares that Participant does not have any medical or physical conditions known to the Undersigned that would increase the risks of property damage or serious bodily injury (including death) to Participant or other participants in the **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021**. The Undersigned **authorizes COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** to provide medical treatment to Participant, at the Undersigned’s cost, should the need arise. Furthermore, the Undersigned understands, acknowledges and accepts that he or she must provide own medical insurance for Participant.

3. The Undersigned hereby: a. grants to **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** and its designees the unlimited and unrestricted right (with no obligation) to: (i) photograph, film, videotape and/or otherwise record Participant’s name, face, likeness, voice, appearances, performances, interviews, and biographical information (collectively, the “Participant’s Identity”) throughout and in connection with the **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** and (ii) use Participant’s Identity, whether in original or modified form, as part of and in connection with any and all photographs, still images, videos and other recordings made or produced in connection with the **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** (collectively, the “Materials”), in perpetuity and throughout the universe;

Assigns and transfers to **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021**, exclusively, in perpetuity and throughout the universe, all right, title and interest that the Undersigned may have with respect to the Materials and the copyrights therein and thereto.

b. acknowledges and agrees that: (i) all Materials, including all copyrights therein and thereto, shall belong solely and exclusively to **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** the exclusive rights, throughout the universe and in perpetuity, to use, copy, reproduce, publish, distribute (by sale, rental, lease, or otherwise), broadcast, exhibit, stream, transmit, communicate to the public, make available to the public, publicly perform, publicly display, edit, modify, adapt, prepare and distribute derivative works based upon (including, without limitation, translations, highlights and excerpts thereof), market, advertise, promote, publicize, merchandize, and otherwise commercially exploit (either directly or through others) the Materials in whole or in part, whether alone or in combination with or as a composite of other matters or works, in any and all languages, and via any and all media now known or hereafter devised (including, without limitation, the Internet, mobile, wireless, television, radio, theatrical, home video, pre-recorded optical and other storage media, electronic and digital downloads, print media, and merchandise and product items for sale), as **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** may determine in its sole discretion and with no obligation to the Undersigned and the Undersigned’s Related Parties; and (iii) neither the Undersigned and nor any of the Undersigned’s Related Parties shall be entitled to any notice or compensation, or any right of credit, approval, consent, inspection or audit, with respect to any use or exploitation of the Materials, its licensees, successors and assigns.

The Undersigned understands, acknowledges and accepts that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state in which the **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021**

4. Taking place and agrees that if any portion of this Release and Waiver is invalid, the remainder will continue in full legal force and effect. The Undersigned further agrees that any legal proceedings related to this Release and Waiver shall take exclusively in the federal or State courts in New York, New York.

5. By signing below, the Undersigned agrees to receive future communications regarding **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** activities and events through any form of communication including, without limitation, via mail, email, telephone and text messaging from **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** and further agrees that any personal information that the Undersigned provides to **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021**

6. Eligibility and amateur status rules and restrictions for high school and college aged players vary. Therefore, prior to participating in **COPA TEXAS TOURNAMENT “LOOKING FOR CHAMPION OF CHAMPIONS” 2020-2021** (i) high school aged participants are strongly encouraged to check with their applicable state high school athletic association, high school athletic director and/or high school coach to determine their eligibility and/or resident states amateur status ruling and (ii) college aged

participants are strongly encouraged to check with their applicable college, contact the NCAA or visit the NCAA website. For the avoidance of doubt, the acceptance of any prize awarded due to an individual's participation in **COPA TEXAS TOURNAMENT "LOOKING FOR CHAMPION OF CHAMPIONS" 2020-2021** result in the loss of future high school and/or college eligibility.

\*If Participant is under the age of majority in his/her respective state, this form must also be signed by his/her parent or legal guardian. The age of majority in Alabama and Nebraska is 19; in Mississippi and Puerto Rico it is 21; and it is 18 in all other states and the District of Columbia.

**PARTICIPATION AND PUBLICITY RELEASE AND WAIVER OF LIABILITY BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THEY HAVE READ AND UNDERSTAND FULLY THE RELEASE AND WAIVER OF LIABILITY.**

TEAM NAME: \_\_\_\_\_

	NAME – FIRST AND LAST	DATE OF BIRTH MM/DD/YYYY	TELEPHONE	PARENT/LEGAL GUARDIAN SIGNATURE
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**\*\*\*CONSENT OF PARENT / LEGAL GUARDIAN:** I hereby certify that I am the parent or legal guardian of Participant; I have read and fully understand all the provisions (and their legal effect) of this Release and Waiver; and I accept and consent to this Release and Waiver and acknowledge and agree that Participant and I both shall be legally bound thereby.