

**DR PEPPER DALLAS CUP XL
CLUB/TEAM LIABILITY/MEDICAL/MEDIA RELEASE AND INDEMNITY AGREEMENT**

The undersigned _____ Soccer Club (“Club”),
(Club Name)

located at _____
(City, State and Country)

has registered the Under _____
(Age Group) (Team Name)

team (“Team”) with Dallas Cup, Inc. to participate in the Dr Pepper Dallas Cup XL international youth soccer tournament, April 14 – April 21, 2019 at Dallas, Texas, USA ,and any Dallas Cup activities and events (collectively the “Dallas Cup”).

In consideration of the Club and Club’s Team, players, coaches and managers being allowed to participate in the Dallas Cup and related activities and events, the Club represents, warrants and covenants that each and every player, coach and manager of the Team is fully covered by current medical insurance policies that are valid in the United States for any and all injuries and/or illness occurring during the Dallas Cup, both on and off the soccer field, and without limiting the generality of the foregoing, at any and all Dallas Cup games, activities and events. Further the Club hereby releases and agrees to fully indemnify and hold harmless the Dallas Cup Inc., Dallas Cup, North Texas State Soccer Association, and their affiliates, and respective members, officers, directors, staff, volunteers, vendors, insurer, attorneys, employees, and agents (“Indemnitees”) from and against any and all claims, demands, actions, causes of action, losses, damages, or liability whatsoever (including without limitation attorney’s fees, court costs and other expenses of litigation) that may accrue to them which is caused by or results from the death of, injury to and/or the illness of any said players, coaches, manager or Team of the Club or any other person. Without limiting the scope of the foregoing, this Release and Indemnity Agreement specifically includes any and all claims in any way arising out of or related to the Teams participation in the Dallas Cup, including, without limitation, any participation in a soccer match during the Dallas Cup, and any claims for medical expenses, pain and suffering, physical disfigurement, mental anguish, emotional distress, loss of consortium, or for lost wages, or any injury to any property received or sustained by any person or property, **EVEN IF SUCH CLAIM IS BASED ON A CLAIMED NEGLIGENT ACT OF ANY OF THE INDEMNITEES.** Further, the Club agrees that the Dallas Cup, Inc. has no right of control or influence on the safety or security of the premises on which the soccer matches occur or any person or property entering onto such premises.

The Club understands and agree that the Indemnitees, collectively or individually, do not assume any financial responsibility for any medical services and/or treatment incurred by the Club, the Team or any player or manager of the Club or the traveling party of the Team or Club or any other person, or provided by any hospital, physician, or any other health care provider to the Club, the Team or any player or manager of the Club or any other person. Further, the Club agrees that should any medical treatment be rendered to any player, coach, manager or any member of the traveling party of the Team or the Club that is not covered by medical insurance, the Club shall be fully responsible for all costs for such medical treatment and such costs shall be paid in cash (US dollars) at the time the service is rendered. Further, the Club gives permission to Dallas Cup, Inc., North Texas State Soccer Association, adidas, their affiliates, subsidiaries, successors, assigns and licensees, to use the name and photographic likeness of any Player/coach/manager or any member of the traveling party in all forms and media for advertising, trade, and any other lawful purposes.

Yes by checking the box to the left, the Club further grants Dallas Cup Inc.; a perpetual license to use all comments, feedback and ideas Player/coach/manager may share with Dallas Cup Inc.; without notice, compensation or acknowledgement to Player/coach/manager, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

(Club Name)

By: _____
(Authorized Club Representative Signature)

Date of Signature _____

Address _____

City _____

Country _____

Postal Code _____