

## APL TOURNAMENTS

### PARTICIPANT WAIVER, RELEASE AND INDEMNIFICATION

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This Participant Waiver, Release and Indemnification (this "Participant Waiver"), dated as of \_\_\_\_\_, is made by the adult undersigned (the "Adult Participant") and/or, as applicable, on behalf of each minor noted below (each, a "Minor Participant"), in favor of APL Tournaments, LLC ("APL"), YSC Sports, LP ("YSC Sports"), United Sports Training Center, LLC ("United Sports") and each of the other Released Parties (as defined below).

#### I. ACKNOWLEDGMENTS BY THE ADULT PARTICIPANT

The Adult Participant represents and warrants as follows:

1. The Adult Participant is over the age of 18.
2. If applicable, the Adult Participant is the parent or legal guardian of each Minor Participant noted below and the Adult Participant is authorized to and does enter into this Participant Waiver on behalf of any and all parents and legal guardians of each Minor Participant.
3. The Adult Participant and/or each Minor Participant, as applicable, is in good health and physical condition and able to fully participate in athletic, development, training, education and tournament game programs, developed by the Released Parties (the "APL Programs").
4. The Adult Participant and/or each Minor Participant, as applicable, will be bound by and comply with the rules, regulations and policies established by APL, United Sports, YSC Sports and/or any other Released Party, in each case related to the APL Programs (as they may be updated, amended, modified, restated or replaced from time to time, the "Program Rules"), and to permit the Adult Participant and/or each Minor Participant, as applicable, to be disciplined under those rules and policies in the event of his, her or their, as applicable, noncompliance, as determined necessary by APL, YSC Sports and United Sports in their sole discretion. The Adult Participant acknowledges and agrees (individually and on behalf of each Minor Participant, as applicable), that the Adult Participant and each Minor Participant, as applicable, has reviewed all Program Rules as in effect on the date hereof.

The Adult Participant hereby agrees (individually and/or on behalf of each Minor Participant, as applicable) that the Adult Participant and/or each Minor Participant, as applicable, will conduct, himself, herself and/or themselves, as applicable, in a safe and prudent manner, and will exercise extreme caution, when participating in the APL Programs. The Adult Participant hereby agrees (individually and/or on behalf of each Minor Participant, as applicable) that the Adult Participant and/or each Minor Participant, as applicable, will obey all reasonable instructions of APL, YSC Sports and United Sports and their staff during or related to the APL Programs.

#### II. ASSUMPTION OF RISK, RELEASE, AND COVENANT NOT TO SUE

1. The Adult Participant acknowledges and agrees (individually and/or on behalf of each Minor Participant, as applicable) that participating in the activities related to the APL Programs can be dangerous, involve both known and unknown risks and may result in serious bodily injury or death and the Adult Participant fully assumes all risks associated with the participation by the Adult Participant and/or any Minor Participant, as applicable, in such activities. The Adult Participant authorizes (individually and/or on behalf of each Minor Participant, as applicable, any emergency medical or surgical treatment considered necessary by APL, YSC Sports, United Sports, any other Released Party and/or any medical authorities present or consulted during a medical emergency, and the release of any protected health information regarding the Adult Participant and/or each Minor Participant, as applicable, by any medical provider to APL, YSC Sports and/or United Sports and other medical providers and insurance companies for the purposes of treatment, payment or other healthcare options. The Adult Participant agrees to be financially responsible for the cost of

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such medical assistance and/or treatment. The Adult Participant assumes the risk of all injuries to the Adult Participant and/or each Minor Participant, as applicable, that may result from participating in the activities related to the APL Programs. The Adult Participant agrees that his or her, or any Minor Participant's, as applicable, participation in the APL Programs shall be deemed an acknowledgment that the facilities where the APL Programs take place are safe and suitable for his or her or their participation in the APL Programs.

2. The Adult Participant individually and/or on behalf of each Minor Participant, as applicable, and the Adult Participant's and each Minor Participant's respective family members, heirs, executors, administrators, agents and assigns (the "Releasors"), hereby waives, releases, acquits and forever discharges each of (i) YSC Sports, United Sports, APL, YSC Sports Partners, LLC, YSC Academy, Inc., High Performance Sports, LLC, YSC Real Estate, LP, YSC Real Estate Partners, LLC, YSC Graham Investments, LLC, YSC Sports Marketing, LLC, YSC Youth Development, LLC, Youth Soccer Foundation, Inc., Striker Investment Group, LP, Atlantic Premier Soccer League, LLC, YSC Partners, LLC, HPS Athletic Development, LLC and each of its and their affiliates, subsidiaries and parent entities (collectively referred to as "YSC"), (ii) all owners of any facilities that host the APL Programs ("Facility Owners") and (iii) all present and past officers, directors, principals, investors, managers, members, partners, equityholders, employees (including, without limitation, coaches), agents, representatives, administrators, executors, trustees, predecessors, successors, licensees, attorneys, and assigns of each of APL, United Sports, YSC, and the Facility Owners ((i), (ii), and (iii) together, the "Released Parties") from any and all claims, rights, demands, causes of actions, liabilities, damages, fees, charges, losses, settlements, debts, expenses, obligations and remunerations of any and all kinds of any nature and character whatsoever, known or unknown, suffered by the Adult Participant and/or any Minor Participant, as applicable, as a result of, or in any manner related to, directly or indirectly, his, her, or their participation in the APL Programs ("Released Claims").
3. **THE ADULT PARTICIPANT HAS READ AND FULLY UNDERSTANDS THIS PARTICIPANT WAIVER. THE ADULT PARTICIPANT ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ENCOURAGE HIM OR HER TO ENTER INTO THIS PARTICIPANT WAIVER AND THAT HE OR SHE IS DOING SO VOLUNTARILY.**
4. **THE ADULT PARTICIPANT ACKNOWLEDGES AND AGREES THAT THIS PARTICIPANT WAIVER IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, WHETHER KNOWN OR UNKNOWN, TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREES THAT IF A PORTION OF THIS ACKNOWLEDGEMENT, RELEASE, DISCHARGE AND INDEMNIFICATION IS HELD TO BE INVALID, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.**
5. **THE ADULT PARTICIPANT, INDIVIDUALLY AND ON BEHALF OF ANY RELEASOR, AGREES THAT NO RELEASOR WILL SUE THE RELEASED PARTIES WITH RESPECT TO ANY RELEASED CLAIM. THE ADULT PARTICIPANT UNDERSTANDS THAT THE GRANTING OF THE FOREGOING RELEASE AND COVENANT NOT TO SUE IS AN EXPRESS CONDITION OF PARTICIPATION IN THE APL PROGRAMS.**

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#### III. RELEASE CONCERNING INFORMATION, LIKENESS AND PERSONALLY IDENTIFIABLE INFORMATION

##### A. AS TO THE ADULT PARTICIPANT AND EACH MINOR PARTICIPANT:

1. The Adult Participant understands that photographs, videos and telecasts may be made of the Adult Participant and/or any Minor Participant, as applicable, alone or together with others, and the Adult Participant agrees that all rights in such photographs, videos and telecasts, including, but not limited to, rights of sale, reproduction, use and distribution, will be owned by APL, YSC Sports and United Sports and that they and/or any other Released Party may make whatever use of such photographs, videos and telecasts as they may desire throughout the world in perpetuity in all media now or hereafter known or devised, subject to certain limitations as may be set forth herein in the event that a Minor Participant is under 13 years of age. The Adult Participant hereby grants to each Released Party (as defined below) the irrevocable and unconditional right to disseminate, reproduce, record, exhibit, print and publish the Adult Participant's and/or any Minor Participant's, as applicable, name, likeness, image, voice, performance and biographical material (collectively, the "Likenesses") for any purpose, including advertising such Released Party's products, assets (including the Major League Soccer, L.L.C. ("MLS") soccer team currently known as the Philadelphia Union and the United Soccer Leagues, LLC ("USL") soccer team currently known as Bethlehem Steel F.C. (collectively, the "Teams")), services and facilities (including the respective home stadiums of each of the Teams), subject to certain limitations as may be set forth herein in the event that a Minor Participant is under the age of 13. The Adult Participant acknowledges and agrees that APL, United Sports and YSC Sports shall retain all revenues from the exploitation of the foregoing and neither the Adult Participant nor, as applicable, any Minor Participant, shall receive any royalties or compensation therefor.
2. The Adult Participant hereby disclaims (individually and/or on behalf of each Minor Participant, as applicable) any right to privacy related to the use of such Likenesses and acknowledges that APL, YSC Sports and United Sports will be deemed the sole and exclusive owner thereof for all purposes hereunder and no such Likenesses will be submitted to the Adult Participant and/or any Minor Participant, as applicable, for approval prior to any use by any Released Party. The Adult Participant also hereby waives (individually and/or on behalf of each Minor Participant, as applicable) any and all claims, counterclaims, rights, demands, actions and causes of action, foreseen or unforeseen, actual or potential, arising out of, or in any way related to, use by any Released Party of such Likenesses.

##### B. AS TO ANY MINOR PARTICIPANT UNDER THE AGE OF 13:

3. In accordance with the Children's Online Privacy Protection Act, parents and legal guardians of children under 13 years of age must consent to certain collections, uses and disclosures of the personally identifiable information of such children by a website or certain other electronic media. Accordingly, by signing below the Adult Participant is consenting to and authorizing each Released Party to do the following:
  - a. Display each Minor Participant's photograph on its website and on the website of any third party with which any Released Party has a business relationship;
  - b. Include, with such photograph, each Minor Participant's name, school or soccer club affiliation and hometown, but not his or her specific street address; and/or
  - c. Produce, in conjunction with sponsors of any Released Party, "trading cards" which include any or all of the items set forth in (a) and (b) above.
4. The Adult Participant understands and agrees that each of APL, YSC Sports, United Sports and each Released Party may collect, use and disclose any of Minor Participant's personally identifiable information provided by the Adult Participant to APL, YSC Sports and/or United Sports in

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connection with the uses authorized above, and that the Adult Participant's verifiable consent thereto is provided by the Adult Participant's signature on the signature page attached hereto.

#### IV. INDEMNIFICATION

The Adult Participant hereby agrees (individually and/or on behalf of each Minor Participant, as applicable) to indemnify and hold each of the Released Parties harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including attorney's fees) suffered by a Released Party as a result of, or in any manner related to, directly or indirectly, participation in the APL Programs by the Adult Participant and/or any Minor Participant, as applicable.

#### V. MISCELLANEOUS

1. This Participant Waiver shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.
2. Adult Participant acknowledges and agrees (individually and on behalf of all other Releasers) that all disputes arising out of, relating to, or in connection with this Participant Waiver, including any question regarding its existence, validity, or termination, shall be finally resolved by binding arbitration to take place in Chester County, Pennsylvania, except as may be modified herein or by mutual agreement of the parties participating in arbitration. There shall be one arbitrator, to be selected by mutual agreement of the parties participating in arbitration. If the parties are unable to agree on the selection of arbitrator, the selection will be made by the President Judge of the Chester County Court of Common Pleas. The arbitrator will determine the procedural rules to be used during the arbitration, subject to input from the parties participating in arbitration. The Adult Participant acknowledges (individually and/or on behalf of each Minor Participant, as applicable) that by agreeing to arbitrate any right to file a lawsuit or obtain a jury or bench trial is hereby waived.

IN WITNESS WHEREOF, by entering his or her name below, the Adult Participant has duly executed and delivered (individually and/or on behalf of each Minor Participant, as applicable) this Participant Waiver, Release and Indemnification.

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<b>Adult Participants' Name</b>	<b>Adult Participant DOB</b>	<b>Minor Participants' Name</b>	<b>Minor's DOB</b>	<b>Adult Participant's Signature (on behalf of Minor Participant)</b>	<b>Date</b>

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<b>Adult Participants' Name</b>	<b>Adult Participant DOB</b>	<b>Minor Participants' Name</b>	<b>Minor's DOB</b>	<b>Adult Participant's Signature (on behalf of Minor Participant)</b>	<b>Date</b>

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