

Release Waiver

I/we (Parent/Guardian of Participant and Participant) agree to the following terms and conditions of participating in the Showcase provided by SELECT 50 SHOWCASES LLC (hereinafter SELECT 50).

1. Medical Condition & Authorization. I certify that the named Participant is physically able to participate in the Select 50 Showcase and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such Showcase. I also understand that Select 50 will administer no physical examinations prior to or during the Showcase and that Select 50 will rely solely upon the information shown on this form and/or otherwise provided in writing in advance to a Select 50 Corporate Officer. I give permission for Participant to receive emergency medical treatment and hospitalization if necessary. I hereby authorize directors, coaches, staff and associates of Select 50 to act on my behalf according to their best judgment in any emergency requiring medical treatment and hospitalization, if necessary.

2. Financial Responsibility & Insurance. I will be financially responsible for any medical attention needed of the Participant during the Showcase or resulting from an injury received at Showcase. I represent that I have provided and maintain adequate health and medical insurance coverage for Participant covering any and all activities related to the Showcase. My medical insurance shall be the insurance coverage for any medical treatment. I also understand and agree that Select 50 shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury that Participant suffers during Showcase participation or related activities.

3. Compliance with Showcase Rules. Participant understands and agrees to comply with all of Select 50's Showcase rules, policies, instructions, conditions and requirements for participation, whether stated or unstated, whether written or unwritten (Showcase Rules). I/we agree that if you observe any unusual or significant concern in Participant's readiness for participation in the Showcase or participant's failure or unwillingness to comply with the Showcase Rules, you may, at your sole discretion, remove the participant from the participation and immediately inform the nearest Select 50 official or instructor. Removal of the Participant from the Showcase, at any time during the Showcase, will in no way entitle Participant to a refund. Also, I/we hereby release and forever discharge Select 50 from any and all claims, actions, damages, or liabilities (including attorneys' fees and costs), arising from or related to any acts, actions, failures to act by Participant or Participant's disregard or failure to follow Showcase Rules.

4. Assumption of Risk of Showcase Activities. I understand the risk of injury to Participant from the activities involved in the Showcase is significant, including the potential for permanent disability and death. The term "Showcase Activities" includes but is not limited to: activities on and off the Showcase facility, field and/or site, and includes activities before, during and after field instruction, beginning from Participant's arrival to the Showcase facility, field and/or site up and through the conclusion of the Showcase. While the particular Showcase rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. I/WE (PARENT/GUARDIAN AND PARTICIPANT) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF SELECT 50, AND/OR ITS COACHES, STAFF, SHOWCASE MANAGEMENT, AND DIRECTORS AND I/WE ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN SHOWCASE BY PARTICIPANT.

5. Release, Indemnify & Hold Harmless. I/WE FOR MYSELF AND ON BEHALF OF PARTICIPANT HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS SELECT 50, and its Coaches, staff, Showcase management, Directors, Sponsors, Representatives, Volunteers and if applicable, the owners and lessors of the premises used to conduct the Showcase (Releases) with respect to ANY AND ALL

INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCIDENT TO PARTICIPANT'S INVOLVEMENT OR PARTICIPATION IN ANY AND ALL SHOWCASE ACTIVITIES WHETHER ARISING FROM THE NEGLIGENCE OF RELEASES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Cancellation & Refund Policy: If for any reason a player is unable to attend a Showcase they have registered and paid for, Select 50 will provide a voucher for the amount paid that can be used toward a future Showcase. Select 50 must receive notice no later than forty-eight (48) hours prior to the Showcase to receive a voucher. In the event the Showcase is postponed due to weather, force majeure, or a change in the professional obligations of the athlete, each Showcaseer's registration will be transferred to the new Showcase date as we do not offer refunds for the instances stated above. If the Showcase Participant has a conflict with the new Showcase date, Select 50 will provide a voucher for the amount paid that be used toward any future Showcases. A voucher is good for one year from the date of the original Showcase. If the Showcase is ended early due to weather Showcaseers will be allowed a make up date or voucher if less than 50% of the Showcase's scheduled time has passed. If more than 50% of the Showcase's scheduled time has passed, then no refunds will be issued.

7. Publicity. I understand and agree that Select 50 and sponsoring companies retain the right to use, for publicity and advertising, photographs of participants taken at the Showcase, as well as contact information in the Showcase database.

8. Limitation Of Liability: I AGREE THAT THE TOTAL LIABILITY OF SELECT 50, its affiliates and respective directors, officers, employees, and agents with respect to services performed or to be performed by SELECT 50 SHALL NOT EXCEED 100% OF THE COMPENSATION RECEIVED BY SELECT 50, FROM I/WE PERTAINING TO PARTICIPANT. THE PARTIES AGREE AND ACKNOWLEDGE THIS SECTION OF THE AGREEMENT IS A MATERIAL PART OF THE CONSIDERATION FOR THE AGREEMENT.

9. Severability. In the event that any provision of these Terms and Conditions, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful or unenforceable, the remainder of these Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

10. Governing Law & Jurisdiction. These Terms and Conditions will be governed by the laws of the state of Texas. I/we agree that any action brought under these Terms and Conditions shall be brought in the federal or state courts of Texas. In the event either party commences an action under these Terms and Conditions, the prevailing party shall be entitled to reasonable attorney's fees and costs.