



## COPA UNIVISION RELEASE AND WAIVER

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 any **2019 Copa Univision Events** and related activities (the "Copa Univision Events") and eligibility for the award of associated prizes and/or giveaways (the "Consideration").

1. The Undersigned hereby releases and discharges Univision Communications Inc. and its subsidiaries and affiliates (collectively, "Univision") and the other Copa Univision Event organizers, including without limitation Crossmark, Inc. ("Marketing Werks") and SportsEngine, Inc. ("SportsEngine"), 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 in the Copa Univision Events, 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 California 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 Univision Events. Section 1542 of the California 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 or heirs) 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 Univision Events 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 Univision Events 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 Univision Events. 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 Univision Events. The Undersigned authorizes Univision and/or a party designated by Univision 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 the Released Parties and their respective 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 Univision Events; 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 Univision Events (collectively, the "Materials"), in perpetuity and throughout the universe;
- b. assigns and transfers to Univision, 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; and

- c. acknowledges and agrees that: (i) all Materials, including all copyrights therein and thereto, shall belong solely and exclusively to Univision; (ii) Univision shall have 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 Univision 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 by Univision, its licensees, successors and assigns.
4. 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 Univision Events is/are 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 Univision-related activities and events through any form of communication including, without limitation, via mail, email, telephone and text messaging from the Released Parties, and further agrees that any personal information that the Undersigned provides to Univision will be subject to Univision's privacy policy, which can be found at this address: <http://corporate.univision.com/privacy-policy/>.
6. Eligibility and amateur status rules and restrictions for high school and college aged players vary. Therefore, prior to participating in Copa Univision Events (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 Univision Events may result in the loss of future high school and/or college eligibility.
7. Univision reserves the right to terminate the tournament if there is fraud, technical difficultictis or facors beyond its reasonable control that affects the integrity of the Copa Univision Events. Univision may disqualify any person that Univision, in its sole discretion, determines has violated any elemento f the Copa Univision Events, or whose actions are deemed inappropriate by Univision. In participating, the Participant agrees that: a) s/he has received a copy of the rules of the Copa Univision Events, has carefully read them and completely understands the rules; b) s/he has the right to sign and agree to this document and is 18 years or older or, if signing on behalf of a minor, the signor is the father/mother or legal guaridan with all legal rights concerning the Participant; c) s/he agrees to the decisions of the refereree and the Released Parties, including without limitation, the decisions regarding the Copa Univision Events, the games, and the players; and d) s/he will defend, release and hold harmless the Released Parties of any liability that may arise in connection with his/her participation in the Copa Univision Events, or out of the accepting, possessing or use (or misuse) of any prize or gift received in connection with the Copa Univision Events.

\*If Participant is under the age of 18, this form must also be signed by his/her parent or legal guardian.



**PARTICIPATION/PUBLICITY RELEASE, WAIVER OF LIABILITY AND TOURNAMENT ROSTER**

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

\*If Participant is under the age of 18, this form must be signed by his/her parent or legal guardian.

**GUARDIAN:** A person who has the legal authority to care for the personal and property interests of another person. (A coach is not considered a 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.

TEAM NAME: \_\_\_\_\_ AGE DIVISION: \_\_\_\_\_

	NAME – FIRST AND LAST	SIGNATURE	DATE OF BIRTH MM/DD/YYYY	ADDRESS CITY, STATE, ZIP	TELEPHONE	EMAIL	PARENT/LEGAL GUARDIAN NAME (FIRST AND LAST)***	PARENT/LEGAL GUARDIAN SIGNATURE***
1								
2								
3								
4								
5								
6								
7								
8								
MGR								

**Please provide us with the jersey sizes that are needed for your team.**

**FOR OFFICIAL USE ONLY:**  
Age verified by: \_\_\_\_\_ Provided: J B  
Notes: \_\_\_\_\_

