



Voluntary Waiver and Release Agreement

This voluntary Waiver and release agreement ("Agreement") is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian (together with any heir, successor, representative or assign, collectively as "Participant") in favor and for the sole an exclusive benefit of the Organizers (as defined herein). In connection with participant's involvement in a contest, tryout, promotional activity or in any other event ("Event") which may relate to Chivas USA Soccer, LLC, Chivas USA Enterprises, LLC, and/or any of their subsidiaries and/or affiliates ("Chivas USA"), Participant hereby certifies, warrants, represents, agrees and covenants to the Chivas USA Parties, Major League Soccer, L.L.C., and respective Event sponsors or promoters (individually and collectively, together with their respective affiliates, officers, employees, partners, shareholders, members, sponsors, contractors, agents, successors and assigns, the "Organizers") that he/she is:

- (1) Free of any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any other circumstance, including but limited to those activities associated with the event, (i) impair, prevent or prohibit participant from engaging in such event activities or (ii) be affected, aggravated or worsen in any way as a result, directly or indirectly, of participant's own free will, act and deed, without any undue influence from the organizers or any other third party.
- (2) Of sound mind and body and not under the influence of alcohol or any illicit or prescription drug or medication which may in any way impair participant's ability to enter into this agreement, fully understand the respective intent and meaning of all of the terms and provisions hereof and to participate in the event;
- (3) Entering into this waiver and release agreement voluntarily, by participant's own free will, act in deed, without any undue influence from the organizers or any other third party.

Participant agrees that he/she derives a material benefit from the event and/or participant's involvement therein. By execution of this agreement, participant expressly and unconditionally assumes all risks and dangers known and unknown, foreseen and unforeseen, and relating or incidental to participant's involvement in the event and any activity associated therewith. Participant hereby releases, forever discharges and holds harmless the organizers from and against any and all claims, damages, liabilities, costs and expenses arising out of or relating to participant's involvement in the event and all activities associated therewith.

Participant further agrees that the Organizers shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith.

If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

The waiver and release granted by participant hereunder is legally binding and shall be considered irrevocable. Participant agrees that the organizers may rely upon this agreement to the fullest extent permissible at law or in equity.

Participant hereby certifies that all information provided below is true, accurate and complete in all respects.

Print Name:

Date:

Address:

Participant's Date of Birth:

Phone:

Signature:

Parent or Legal Guardian (If applicable)

Print Name:

Date:

Address:

Phone:

Signature: