2025 MLS ALL STAR DAY OF SERVICE
PARTICIPANT AGREEMENT AND WAIVER

Event:	2025 MLS ALL STAR DAY OF SERVICE
Description of Activities:	Volunteers will be outdoors and may be walking, lifting light materials, or using tools such as grabbers or shovels (e.g., cleaning up litter, picking up trash, and spreading mulch).
Location:	Festival Beach – Delgado Pavilion 1901 Jesse E. Segovia Street, Austin, Texas 78702
Date of Event:	July 19, 2025

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND MAY AFFECT THE UNDERSIGNED'S (the "**Participant**") LEGAL RIGHTS AND MAY ELIMINATE PARTICIPANT'S ABILITY TO BRING FUTURE LEGAL ACTIONS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO PURSUE CLAIMS OR FINANCIAL RECOVERY FOR, AMONG OTHER THINGS, ACUTE AND LONG-TERM INJURIES OR ILLNESS INCURRED BY PARTICIPANT WHILE PARTICIPATING IN THE EVENT INCLUDING, BUT NOT LIMITED TO, COVID-19, REGARDLESS OF WHETHER SUCH INJURY OR ILLNESS RESULTS FROM THE INHERENT RISKS OF THE ACTIVITY OR FROM THE NEGLIGENCE OF THE RELEASED PARTIES. IF PARTICIPANT IS UNDER THE AGE OF 18, PARTICIPANT MAY ONLY PARTICIPATE IN THE EVENT ACCOMPANIED BY AN ADULT OR GUARDIAN. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT (OR, IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENT OR GUARDIAN) HAS REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW ON BEHALF OF PARTICIPANT.

In consideration for participation in and attendance at the Event, the receipt and sufficiency of which is hereby acknowledged, the Participant consents and agrees to participate in the Event and to the following terms:

1. Publicity Release. Participant consents to being recorded, photographed, and videotaped in connection with the Event, and hereby irrevocably and perpetually authorizes Soccer United Marketing, LLC, Major League Soccer, L.L.C. ("**MLS**"), MLS Media partners (e.g. Apple Inc.), the members of MLS and each of the MLS teams operated by them, including, but not limited to The Trail Conservancy ("TTC"), TreeFolks, Keep Austin Beautiful ("KAB"), and Austin FC, and each of their respective direct and indirect affiliates, subsidiaries, members, clubs, teams, companies, administrators, designees, licensees, agents, owners, officers, directors, employees, sponsors, media partners, designees, invitees, agents, contractors (and all employees of such contractors), broadcasters and other media outlets, and other personnel (collectively, the "**Released Parties**") to copyright and make derivative works from, publish, reproduce, exhibit, transmit, broadcast, televise, license, digitize, display, use, and/or permit others to use (i) the Participant's name, image, biographical information, likeness, and voice, and (ii) all photographs, recordings, videotapes, audiovisual materials, depictions, writings, statements, and quotations of or by the Participant obtained in connection with the Event (collectively, the "**Materials**"), worldwide, in any manner, form, or format whatsoever now or hereinafter created, including, but not limited to, on television, the Internet and in social media, and for any lawful purpose without payment to the Participant or consent beyond this Agreement, including, the advertising or promotion of the Released Parties and/or the Event. The Participant understands that the Released Parties are under no obligation to use the Materials. Participant agrees all statements made by the Participant in the Materials will be true and correct, and that all of the Materials, and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials are the sole property of Major League Soccer, L.L.C, as applicable. Participant further agrees not to contest the rights or authority granted to the Released Parties hereunder. The Participant hereby waives any moral rights to the Materials and right to inspect, edit or otherwise approve the recordings, and modes of the use thereof as described above.

2. Assumption of Risks. There are inherent risks that come with participating in the Event. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken. For example, the Event may test Participant's physical limits, which creates an inherent risk of physical injury. Other inherent risks include contact or collision with other persons or objects, head injury, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. Participant understands and acknowledges that any of these risks, and others not specifically listed here, could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death, and loss of income and/or career opportunities). Participant accepts that he or she has personal responsibility for any and all costs and expenses, damages, liability, and other losses that Participant, Parent/Guardian, or any Releasors (hereinafter defined) may incur in connection with the foregoing risks. Without limiting the foregoing, Participant assumes the risk of all conditions and consequences, dangerous or otherwise, arising from Participant's participation in the Event. Participant understands that by participating in the Event, Participant may be exposed, or expose others, to contagious and potentially harmful or deadly diseases, including, but not limited to, influenza, common cold, chicken pox, meningitis, measles, or the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "**COVID-19**"). Participant understands and knowingly and voluntarily assumes the risks related to attendance at the Event. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID-19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from Participant's own actions, inactions, or negligence, but from the actions, inactions, or negligence of others. Participant voluntarily assumes all of these and other associated risks and accepts personal responsibility for any and all damages, liability, and other losses that he or she or any of his or her Releasors may incur in connection with the foregoing risks. Participant acknowledges that Participant's participation in the Event is without assumption of responsibility or risk of any kind by the Released Parties, and the Released Parties make no representations or warranties of any kind with respect to Participant's participation. Participant (x) understands the nature of Event, (y) understand the demands of those activities relative to the physical condition and skill level of Participant, and (z) appreciate the types of injuries, illnesses, and risks related to Participant's participation in the Event and the treatment for any physical or medical condition which may occur as a result of participation in the Event. Participant hereby asserts that participation in the Event is voluntary and that Participant knowingly assumes all related risks.

3. Release. In consideration of Participant being able to participate in the Event, Participant does hereby knowingly, voluntarily, unconditionally, irrevocably, and forever releases, waives, and discharges (and covenants not to sue) the Released Parties of and from any and all claims, suits, actions, causes of action, liabilities, demands, damages, losses, judgments, debts, dues, payments, sums of money, liens, executions, responsibilities and accounts, costs, or expenses, of any nature whatsoever, including in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, asserted or unasserted, liquidated or unliquidated, whether past, present, or future, in any way relating to or arising from Participant's participation in the Event (including use of the Materials and Art (hereinafter defined)) ("**Claims**"), even if the risks and liabilities that Participant is releasing by this Agreement arise (A) out of the ordinary negligence or carelessness, whether active or passive, of one or more of the Released Parties, or (B) from any hidden, latent, or obvious defects in any of the facilities or equipment used, of one or more of the Released Parties, which Participant has, owns, or holds, either now or at any time, against the Released Parties. Without limiting the generality of the foregoing, this waiver and release includes, but is not limited to, (1) Claims relating to personal injury, illness, or death; (2) damage to, or loss or theft of, property (including, but not limited to, personal items, cars, and money); (3) the receipt of medical care or treatment for any physical or mental condition (which shall be at Participant's own expense); (4) use of facilities, services, premises, and equipment; (5) exposure to inclement weather; and (6) involvement in accidents of any kind. Participant further covenants, promises and agrees not now or at any time in the future, directly or indirectly, to sue or bring any action against the Released Parties for any Claims which are covered by the waiver and release set forth in this paragraph, including without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short and/or long-term effects of such injury and death) whenever arising, but it shall not apply to Claims arising solely from the gross negligence or willful misconduct of Released Parties or any Releasee. Participant acknowledges that Participant may later discover claims or facts in addition to or different from those which the Participant now knows or believes to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, Participant waives any and all Claims that might arise as a result of such different or additional claims or facts. Participant acknowledges and understands that the waiver in this Section is binding on Participant's heirs, next of kin, personal representatives, successors, assigns, and other persons acting or purporting to act on Participant's or the foregoing parties' behalves (collectively, the "**Releasors**").

4. Acknowledgments. Participant acknowledges that the following statements are true and accurate and that no Releasees can be held responsible in any way if they are not: (i) Participant has consulted with Participant's own doctor to ensure that his or her participation in the Event will not pose any unusual risks to his or her health and well-being; (ii) Participant is in good condition physically and has not been advised or cautioned against participation in the Event by his or her doctor or any other medical practitioner; and (iii) Participant is covered by medical insurance. Participant authorizes the Releasors to secure emergency medical care or transportation (e.g., EMS) for Participant when deemed necessary by the Releasors at the sole cost of Participant. Participant acknowledges and agrees that: (i) Participant shall not be entitled to any compensation for Participant's appearance at the Event or subsequent use of Participant's appearance in the Materials, (ii) Participant has and will refrain from any offensive or distasteful remarks or conduct and will conduct himself/herself in a courteous and professional manner at all times during Participant's participation at the Event and appearance in the Materials and after, and (iii) this Agreement is intended to be as broad and inclusive as permitted by applicable law.

5. Publication and Assignment of Rights. By participating in the Event, Participant agree to assign all right, title, and interest, including copyright rights, in any works of art created at or in connection with the Event by Participant (including any works of art created prior to the Event for inclusion therein) (the "**Art**") to MLS as applicable, and grant permission for the Released Parties to publish or publicize all or part of the Art in any and all media now known or hereafter developed and in all tangible and non-tangible uses, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law. Participant agrees that his or her Art is an original work of authorship and he or she owns all right, title and interest in the Art. If the Art contains any material or elements that are not owned by Participant, feature identifiable third persons and/or which are subject to the rights of third parties, Participant represents, warrants and covenants that he or she has obtained, prior to the Event, any and all releases, licenses and consents necessary to permit the use and exhibition of the Art by the Released Parties. Participant agrees not to contest the rights or authority granted to any of the Released Parties hereunder. The Participant hereby waives any moral rights to the Art and the right to inspect, edit or otherwise approve the use thereof.

6. Indemnification. Participant hereby forever releases, indemnifies and holds harmless the Released Parties from any and all present and future claims, actions, damages, liabilities, costs, or demands whatsoever (including reasonable attorneys' fees and court costs) arising out of or in connection with (i) any breach of this Agreement, (ii) any personal or property right or personal injury arising out of Participant's participation in the Event (including in connection with those activities that Participant has acknowledged and assumed risk under this Agreement and/or which is covered by the waiver and release under this Agreement, and (iii) the exercise of the rights related to the Art and/or Materials by the Released Parties, including any defamation (including libel and slander), invasion of privacy, right of publicity, copyright infringement, trademark infringement or any other personal or property rights from or related to any use of the Art and/or Materials.

7. Representations. Participant represents, covenants and warrants that Participant has the full right, power, and authority to sign this Agreement and will adhere to all guidelines associated with the Event. Participant further acknowledges it is not a member of any collective bargaining organization, including, but not limited to, the Screen Actors Guild or the American Federation of Television and Radio Artists.

8. Data. By participating in the Event, Participant understands that Released Parties may collect the following categories of personal information related to Participant's participation and waiver: name, contact information and other Identifiers, including your name address, email, phone number and other contact information. Participant understands that the Released Parties will generally use and disclose this information for the following business and commercial purposes:

- Administering the Released Parties' events and maintaining business records related to Released Parties' events and otherwise in support of Released Parties' general business operations;
- Contacting Participant regarding the Event;
- For security, safety and public health purposes; and
- As otherwise necessary to comply with a legal obligation or respond to law enforcement requests.

For more information about the collection, use and disclosure of personal information and MLS's overall privacy practices, please review MLS's Privacy Policy, available at https://www.mlssoccer.com/privacy-policy.

10. Miscellaneous. If any portion of this Agreement is invalid, the remainder will continue in full legal force and effect. In the event of a dispute, Participant agrees to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, Participant agrees that all disputes, controversies, or claims arising out of Participant's participation in the Event and this Agreement shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. Participant further acknowledges and agrees that any question, issue, or dispute as to the arbitrability of any dispute, controversy, or claim arising out of Participant's participation in the Event and this Agreement will be resolved before an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at www.adr.org. The location for all arbitration contemplated shall be in New York, New York and the substantive laws of New York shall apply without regard to conflict of laws principles. Participant agrees that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

IF LESS THAN 18 YEARS OF AGE PARENT/GUARDIAN MUST COMPLETE: I affirm that I am the parent or legal guardian of the above individual and I have the authority to give this authorization to his/her signing and consent of the above Agreement which I have read and approve. I agree to indemnify and hold harmless Soccer United Marketing, LLC, Major League Soccer, L.L.C. ("**MLS**"), the members of MLS and each of the MLS teams operated by them, TTC, TreeFolks, KAB, and Austin FC, and each of their respective direct and indirect affiliates, subsidiaries, members, clubs, teams, companies, administrators, designees, licensees, agents, owners, officers, directors, employees, sponsors, designees, invitees, agents, contractors (and all employees of such contractors), broadcasters and other media outlets, and other personnel from and against any liability arising out of any claim of any invalidity of this affirmation.

Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____