

<u>APPLICATION PROCEDURE: INTERNATIONAL FUTBOL X-CHANGE</u>

With your parents, complete the entire application and return the original copy to IFX. Applications will not be accepted unless they are complete and all attachments included. Please print legibly in blue or blank ink. Make a copy of the application for your own records, and we recommend using a traceable carrier service such as certified USPS, DHL, or FedEx for shipment.

We recommend that you keep a folder with copies of all documents related to your exchange program.

Required Attachments:

- \$750 Enrollment deposit: This deposit is put toward your total program cost. It should be made payable to IFX via check or money order. IFX also accepts payment of deposit by VISA or MasterCard via our online porthole.
- Copy of your passport: Please include a photocopy of your valid passport. If you do not have a passport yet, apply for it now. A copy of your passport will be accepted later. For expediting a passport application, visit www.passportexpress.com

Academic Application:

• Upon submission of the following application, IFX will determine based on your profile which of our partner academic exchange institutions best fits your language experience and desired destination. We will then forward you the appropriate academic portion of the application to be completed and returned to us directly.

Application Tips:

- Application Agreement: Read thoroughly and familiarize yourself with the policies of the IFX program described in the program agreement at the end of the application. It is necessary that you and your parents fully understand this information and sign the agreement prior to acceptance to the IFX program. The rules have been established to create a safe, enjoyable, and successful program for you.
- Make sure that your IFX application has been completed neatly and entirely. Double-check to make sure that all of the required attachments and signatures have been accounted for.

Program Includes:

- Round-trip airfare from a major international airport near your home (in the continental U.S.) including domestic and international flights
- Airport transfers on arrival and departure
- Homestay accommodation including meals with your host family OR accommodations in residence for Football Academy programs
- Placement in a local high school
- Placement with local competitive youth soccer club
- Management of international transfer to foreign based youth club (transfer approval subject to FIFA regulations)
- Soccer league fees and club gear (shoes not included)
- Student health and accident insurance
- 24-hour emergency assistance
- Pre-departure and in-country orientations
- Supervision, guidance, and support during the application process and throughout the program
- Ongoing player support and advisement

Program does not include:

- Passport and visa application fees as applicable
- Personal expenses (e.g., toiletries, clothing, internet, calling card, activities)
- School expenses (e.g., uniform/lunches, tuition if selecting a private school, supplies, bus pass)
- Monthly transportation expenses
- Any other item not specified

Program Prerequisites:

- Ages 14-19. Vary slightly depending upon destination.
- Players must be currently competing at a competitive level of soccer in their state.
- Must demonstrate strong academic record and interest in foreign culture.
- Players chosen on a first-come first-serve basis for all of those who fulfill program requirements.



INTERNATIONAL FUTBOL X-CHANGE PLAYER APPLICATION

All sections of this application must be completely filled out before consideration for acceptance in the program. **Missing information will delay your acceptance.** Please type neatly or print using black or blue ink.

Program: Choice 1:	Choice 2:	Choice 3:	
Nearest In	nternational Airport to your home:		
Player			
Family Name/Legal Nar	me First Name	Nickname	Sex (M/F)
Street Address		City	
State	Country of Residence		Zip Code
Date of Birth (day/mo/ye	ear) City of Birth		Country of Birth
Citizenship	Home Telephone	Email Address	
Current Team	Current League	Position	Alternate Position
Previous Team	Previous League	Current Grade	
Accomplishments			
Parents/Legal Guardia	ns		
Natural Father's Name/l	Legal Guardian	Natural Mother's Name/Le	gal Guardian
Address		Address	
Occupation	Business Telephone	Occupation	Business Telephone
Home Telephone	Emergency Telephone	Home Telephone	Emergency Telephone
Email		Email	



Player lives with:	Both parents	Mother only	y Father only	Other:	
Parents are:	•				
	Emergency Con	ıtact		Telephone)
ther Family embers	Name		Age	Sex	Living at home?
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-	gn language/s you	ı speak and th	ne number of yea	rs you have studi	ed the language/s.
anguage Indicate the foreion LANGUAGE	gn language/s you	ı speak and th	ne number of yea	rs you have studi YEARS OF S	
Indicate the foreign	gn language/s you	ı speak and th	ne number of yea	-	



PLAYER RESUME

PERSONAL INFORMATION

SURNAME	
FIRST NAME(S)	
NICKNAME	
SEX	
AGE	
DATE OF BIRTH	
PLACE / COUNTRY OF BIRTH	
MARITAL STATUS / CHILDREN	
HEIGHT	
WEIGHT	
	T
PASSPORT	
COUNTRY / PLACE OF ISSUE	
DATE OF ISSUE	
EXPIRY DATE	
PARENTS NATIONALITY	
GRAND-PARENTS NATIONALITY	
OTHER PASSPORTS HELD	
WORK PERMIT STATUS	
GREENCARD FOR USA	

SOCCER / ATHLETIC ABILITY

Please tell us more information about your soccer ability.

POSITION	
OTHER POSITION(S)	
FAVOURED FOOT	
PLAYER THAT RESEMBLES YOUR PLAYING STYLE & WHY?	
STRENGTHS AS A PLAYER	
WEAKNESSES AS A PLAYER	
DESCRIBE YOURSELF AS A PLAYER	



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ATH	ILETIC ABILITY	
	SPRINT TIMES	
	ENDURANCE	
	CURRENT FITNESS LEVEL	
	SPORTING ACHIEVEMENTS	
	OUTSIDE OF SOCCER	
ВΙΛ	YING HISTORY	
FLA	TING HISTORY	
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	CURRENT CLUB	
	DIVISION / COUNTRY	
	SEASON	
	LENGTH OF CONTRACT	
	TRANSFER FEE	
	APPEARANCES	
	GOALS	
	ASSISTS	
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	NOTES	
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	PREVIOUS CLUB (1)	
	DIVISION / COUNTRY	
	SEASON	
	LENGTH OF CONTRACT	
	TRANSFER FEE	
	APPEARANCES	
	GOALS	
	ASSISTS	
	REASON FOR LEAVING	
	NOTES	
ı	DDEMONO CONTRACTOR	
	PREVIOUS CLUB (2)	
	DIVISION / COUNTRY	
	SEASON	
	LENGTH OF CONTRACT	
	=	



TRANSFER FEE	
APPEARANCES	
GOALS	
ASSISTS	
REASON FOR LEAVING	
NOTES	
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PREVIOUS CLUB (3)	
DIVISION / COUNTRY	
SEASON	
LENGTH OF CONTRACT	
TRANSFER FEE	
APPEARANCES	
GOALS	
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PREVIOUS CLUB (4)	
DIVISION / COUNTRY	
SEASON	
LENGTH OF CONTRACT	
TRANSFER FEE	
APPEARANCES	
GOALS	
ASSISTS	
REASON FOR LEAVING	
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PLAYER FUTURE

Please provide us with information regarding your current successes and future aspirations in soccer.

CURRENT TRANSFER FEE	
SPONSORSHIP DEAL'S IN	
PLACE	
DOMESTIC HONOURS	
DOMESTIC HONOOKS	
INTERNATIONAL HONOURS	
INTERNATIONAL HOROGRO	
CURRENT SALARY	
EXPECTED SALARY	
OTHER CONDITIONS / BONUSES	
CONTRACT EXPIRY DATE	
Г	T
COUNTRIES YOU WOULD LIKE	
TO PLAY	
COUNTRIES YOU WOULD NOT	
LIKE TO PLAY	
AVAILABLE FOR TRIAL	
ACCESS TO TRANSPORT	
PAY FOR OWN EXPENSES	
PREVIOUS TRIAL ATTENDED	
HIGHLIGHT TAPE AVAILABLE	
CURRENT AGENT	
EODMED ACENT	



Please use the next page to tell us a bit more about yourself and your expectations and ambitions in	soccer.
REFERENCES	
Please give below the names and addresses of two people from whom references may be sought.	One at least
should have recent knowledge of your playing ability, your current coach should be included:	One at least
REFERENCE NAME (1)	7
ADDRESS	
PHONE	-
EMAIL	1
RELATIONSHIP TO YOU	
DEFEDENCE NAME (0)	٦
REFERENCE NAME (2) ADDRESS	-
PHONE	_
EMAIL	-
RELATIONSHIP TO	-
YOU	
I confirm that the details in this form and any other information relating to the resume form are corre	ct.
I confirm that the details in this form and any other information relating to the resume form are corre	ct.
I confirm that the details in this form and any other information relating to the resume form are corresponding to the res	ct.



IFX Payment and Cancellation Policies

Payment Schedule

IFX encourages full payment of program fees once you receive Preliminary Acceptance. If you opt to pay the entire remaining balance in one lump sum, you will receive a \$50 discount.

If you prefer to follow a payment schedule you must adhere to the dates and amounts listed below:

Amount Due	Fall Semester & Academic Year	Spring Semester Deadlines
\$750 Enrollment	Upon Application *	Upon Application *
Deposit	Applications received after February 29 th must	Applications received after August 31st must
	include payment of \$2500.	include payment of \$2100.
\$1500 2 nd	Within 15 days after preliminary acceptance	Within 15 days after preliminary acceptance
Payment		
50 % of the	April 8 **	October 8 **
remaining	Applications received after this date must include	Applications received after this date must include
balance	payment of the \$750 enrollment deposit plus	payment of the \$750 enrollment deposit plus 50%
	50% of the remaining program fees.	of the remaining program fees.
Final balance	May 25	November 25

Please Note:

- LATE PAYMENTS:
 - If a payment is received 7 business days or more after the payment due date, a penalty of \$50 will be incurred.
 - o If a payment is received 30 business days or more after the payment due date, your application will be considered withdrawn and you will be responsible for cancellation penalties (see cancellation policies below).
- If for any reason your payment cannot be processed, a fee of \$50 will be incurred.
- Under no circumstances will a student be allowed to depart on program unless the program fees are paid in full.
- IFX is not responsible for delays caused by late passport applications, late visa applications or visa denials. Any additional costs incurred for such reasons will be the responsibility of the student.
- Airline Deviation Fees: Your flight will be booked from the nearest Major International Airport from your home in the US. Any flight deviations or special requests will incur a \$75 booking fee.

Cancellation & Refund Policies:

Withdrawal from a program is effective on the date that written notification is received by IFX:

If you withdraw:	The cancellation fee will be:
Before preliminary acceptance	\$100
Within 15 calendar days of receiving preliminary acceptance	\$750
More than 15 calendar days after preliminary acceptance	\$1000
After accommodation placement or school placement	\$2,500
Within 6 weeks of departure	\$2,500 or 50%, whichever is greater
After departure	Full program fee

Please Note:

- If you withdraw from the program after IFX has booked your flights, you will be responsible for airline cancellation charges.
- IFX will not alter its payment and/or cancellation policies for any reason. If you are concerned about being reimbursed for program fees in the event that you decide to withdraw from the program or in the case of operator cancellation before or after program inception due to events such as illness or injury, death of a family member, visa denials, natural disaster or international affairs, please investigate the possibility of obtaining independent trip insurance. IFX is not able to offer advice on independent trip insurance.
- In the unlikely event that you are not fully accepted into the program, all payments will be refunded, including your initial \$750 deposit.

Agreed and accepted by:

Participant Signature	Date:
Legal Guardian signature (1):	Date:
Legal Guardian Signature (2):	Date:



IFX PROGRAM AGREEMENT - YOUTH YEAR IFX -- Must be completed by Player and Parents

This One Year Program Agreement, hereinafter the ("Agreement"), is entered into by and between International Futbol X-Change LLC, a California limited liability company, hereinafter referred to as ("IFX") and _______, an individual, (hereinafter referred to as "Player"). If at time of signing this Agreement, Player is under the age of majority for the jurisdiction, all parents or guardians of such Player must also sign this Agreement and shall be referred to as "Parents" within this Agreement. The soccer club in which the Player trains shall be referred to as the "Host Club". The family in which the Player lives shall be referred to as the "Host Family." The country in which Player's program is taking place, whether taking place in the United States or abroad, shall be referred to as the "Host Country". IFX, Player, and Parent may be referred to individually as "Party" or collectively as "Parties" within this Agreement.

SECTION ONE

RECITALS

- 1.1 IFX provides various total immersion soccer programs in a variety of overseas destinations; and
- 1.2 IFX specifically offers a program where it places a Player individually in one of IFX's partner foreign club teams to train and compete for either on full or on half season; and
 - 1.3 Player would like to pay for and be a part of this specific IFX program; and
- 1.4 Player understands that there are certain rules, regulations, and restrictions within IFX's total immersion soccer program; and
 - 1.5 Player has read the rules required within this Agreement and accepts them as stated.

SECTION TWO

TERMS

NOW THEREFORE, in consideration of the foregoing recitals, the mutual understandings, representations and warranties set forth in this Agreement, which are hereby incorporated, and for other good, valuable, and sufficient consideration, which is hereby recognized, the Parties agree as follows:

- Admission. IFX considers many criteria in determining whether to admit Player into the program, including but not limited to a Player's application packet, academic background, age, education level, physical and mental health, references, and personal interview. All IFX Players must meet the selection standards as defined by program requirements. IFX has the sole discretion to determine whether the Player will be admitted into the program and such determination is final.
- 2.2 <u>Placement</u>. Players and Parents are prepared to accept the accommodation arrangement in which the Player is placed. Players agree to be liable for any damages inflicted to the property in which they live. Player understands that there may be an academic portion to this program and shall make every effort to participate fully in the academic portion of this exchange program.
- 2.3 Soccer. Players and Parents are prepared to accept the Host Club in which the Player is placed irrespective of the level, training, calendar, and location. Players and Parents understand and accept that Host Club placement may not be in the exact vicinity of their school and residence, and will be responsible to arrive at soccer training and games in a timely manner, and if necessary Player will have to take public transportation to do so at Player's own additional expense. Players and Parents understand that playing time is determined at the sole discretion of the Host Club's coaches and that IFX has no individual control over Player's playing time with Host Club. The selection of the Host Club with which the Player will train and compete is at the sole discretion of



IFX and is based upon the Player's experience, level of play, and evaluation during an initial assessment period. Player may be placed for an initial assessment period with any Club to determine their playing ability. Final placement shall occur at the sole discretion of IFX based upon the objective assessment of IFX and the IFX partner clubs, coaching and management staff.

Player acknowledges that he understands training methodology may differ drastically from what the Player has previously experienced including approach to fitness, tactics, intensity, etc. Player acknowledges that clubs typically train 3-5 days per week, but that more or less trainings per week is possible and permissible under this agreement. Player acknowledges that training conditions and facility conditions vary greatly between clubs and that IFX makes no guarantee as to the quality of these conditions. Player acknowledges the financial conditions and capacities of Host Clubs may vary greatly. IFX's obligations under this agreement to place Player with a club shall be deemed fulfilled upon written or verbal confirmation of Host Club to allow player to train and potentially compete with their club for the current season, with a term corresponding to the Player's program term. Competition in official games is subject to approval of Players player pass license. IFX's obligation under this agreement shall in no way be misinterpreted as representation of the Player with the intent to place player with Host Club for purpose of employment.

If the Player shall become injured at any point during the program, Players and Parents understand and agree that no portion of their program fee will be refunded. Players and Parents agree that Player will be committed to competing within the club for the entire season, will follow the policies set forth by the club, and will not train nor compete with another club during the Program without the prior written consent of IFX. Player will be subject to follow standard regulations and procedures set forth by the soccer federation or association responsible in the Player's region, including any mandatory waiting periods, after transfer between clubs during the season. Player's approval of registration to play within the foreign team is subject to the approval of the Host Club, regional association, national federation of the Host Country, and the national federation in the country where the Player was last registered. As a further condition of the Player's participation in the program, the Player and Parents agree to indemnify and hold IFX harmless from any liability or expense associated with the denial of the Player's soccer registration in the Host Country, including but not limited to, the Player's level of play, and Art. 19 of the FIFA Regulation for the Status and Transfers of Players.

Initials	X	X	X

- 2.4 <u>Program Fees.</u> Parents agree that program fees will be paid to IFX according to the payment schedule provided and understand that IFX shall not allow Players to depart the program without receiving full payment of all program fees. If Player is allowed to depart for any reason, it is expressly understood and agreed to that IFX does not waive any right to any fees or monies by allowing such departure.
- 2.5 <u>Living Expenses.</u> Parents agree to provide the Player with a sufficient amount of spending money to cover food, transportation, personal expenses and incidentals during the Program. IFX recommends a minimum of US \$300-\$400 per month for most host countries. Players are expected to reimburse IFX of extraordinary expenses such as personal telephone calls, textbooks, school activity fees, or damages that may occur.
- 2.6 <u>Dissimilarities or Differences in the Host Country.</u> In addition to learning the language of the Host Country, the Player understands and has been made aware of that he/she is expected to make every effort to adapt to the culture and lifestyle of the Host Family, if applicable, and Host Country. Player understands that there may be significant cultural, economic, and lifestyle differences between the Player's home country and Host Country including, but not limited to, those in health care services, living conditions, transportation systems, educational systems, criminal justice, civil liberties, customers, values and acceptable behavior with regard to age and gender. Some participants must be aware of and accept these differences as part of the program, and accept the



risks associated with traveling and living in another country. The Player's level of maturity must be adequate to recognize and cope with these differences and challenges.

Parents of Player must take responsibility to educate and prepare the Player for the inherent risks associated with foreign travel and living aboard. Program representatives will regularly monitor the Player's progress and are available in person or by telephone to provide regular ongoing support and emergency assistance during the Program. However IFX cannot and does not provide constant direct supervision of the Player. The Player must be responsible for taking the initiative to communicate with IFX and seek help as soon as she/he needs assistance.

As a condition of acceptance into the Program, the Participants agree and hold IFX harmless for all injuries and/or damages incurred during the Player's participation in the Program resulting from any risks associated with participation in the soccer club, international travel and living abroad, and any negligence and/or intentional acts caused by any third party, including but not limited to any member, guest, employee or agency of the Host Family or other person in the Host County.

2.7 Rules for IFX Players.

- 2.7.1 <u>School.</u> Players are required to abide by the rules and expectations of the school/academic program in which they are enrolled. Enrollment in a school/academic program, is required, and failure to meet the expectations and requirements of attendance, participation and performance may be grounds for program dismissal and termination of a Player's student visa.
- 2.7.2 <u>Landlord Regulations</u>. Players must obey landlord regulations which may be provided to Player upon execution of the leased flat. Players must comply with all lease terms and conditions.
- 2.7.3 <u>Host Family Regulations</u>: Players must obey Host Family regulations regarding curfew, smoking, drinking, dating, and household chores for which they are responsible. They may not have guests in the Host Family home without their Host Family's consent and supervision.
- 2.7.4 <u>Laws of the Land.</u> Players are subject to the authority and laws of their Host Country and must obey all national, state, and local laws and school regulations. Exchange Players enjoy no special immunities from prosecution. Participants agree to hold IFX blameless for any or all consequences that may result from the Player breaking the law of the land.
- 2.7.5 <u>Drugs.</u> The use of non-prescription drugs or controlled substances is illegal. Players may use only those drugs prescribed by their doctor (or patient medicines available over-the-counter in the Host Country). Use of illegal drugs during the IFX program is grounds for immediate dismissal. Exchange Players arrested for drug possession shall face the same penalties as citizens of the Host Country including mandatory fines, prison terms or other penalties.
- 2.7.6 <u>Driving.</u> Players may not drive motor vehicles during their program, even if they are in possession of a valid US driver's license.
- 2.7.7 <u>Life-Changing Decisions:</u> IFX Players may not initiate "life-changing" decisions while in the IFX Program. This includes changing religion (though a Player may explore the tenets of any faith), pregnancy, and marriage. Because of the life-changing impact of these decisions it is better to wait until the experiences and attachments coming from an exchange in the Host Country can be viewed from the perspective of the Player's own culture. Players may also be dismissed from the IFX Program if they develop a life



threatening medical disorder such as anorexia or bulimia that cannot be adequately treated while in the Program.

Sole Discretion. Players understand that while IFX reviews each Player's situation on a case-by-case basis, infraction of any of the above rules and/or unacceptable behavior may be grounds for dismissal from the IFX Program. IFX reserves the sole and final right for decisions on Player dismissals and may return a Player to their home country immediately at any time at their own expense.

- 2.8 <u>Insurance</u>. Participants agree to familiarize themselves with the coverage, exclusions and limitations of their insurance policy and to consult with their IFX representative and their insurance provider beforehand to determine what activities are excluded from coverage. Policies may not cover pre-existing conditions, injuries resulting from driving motorized vehicles, certain categories of sports injuries, injuries resulting from the commission of a crime, self-inflicted injuries, or injuries sustained from participation in high risk extreme sports, or medical care outside of the Host Country.
- 2.9 <u>Health Care Treatment</u>. IFX will normally consult with Parents before authorizing any medical care for a Player. However a situation requiring immediate attention could conceivably occur. In such a case the Participants consent and authorize IFX or Host Club member to obtain without obligation, and at their discretion, any necessary medical, dental surgical, psychological, psychiatric or hospital care prescribed by a health care authority, for the immediate welfare of the Player. The Parents authorize the health care provider to release the Player to IFX, and to release all health care records relating to the Player to IFX.
- 2.10 <u>Legal Proceeding</u>. Participants consent and authorize IFX to pursue or defend any legal proceeding regarding the Player during the Program, costs to be reimbursed by Parent(s). However, IFX or any affiliate party is not obligated to pursue or defend any such legal action or proceedings. The Participants authorize any court, law enforcement agency, or any other government agency to release the Player to IFX in the event that the Player is detained or held by any such entity.
- 2.11 <u>Use of Player's Name and Likeness</u>. Participants consent and authorize IFX to use the Player's name, photograph, file or video likeness of Player or any comments or statements of Player in materials or publications to promote the Program.
- 2.12 End of Program. Players are expected to return to their home immediately after their Program end. Neither IFX staff nor the Host Club shall be responsible for a Player who remains illegally in the Host Country after the end of the program. A Player who ignores this regulation faces severe fines and penalties, which may include disbarment from future re-entry into the Host Country. In addition, a Player shall not be covered by any insurance policy held by IFX after the Program end. Participants expressly release IFX, its representative organizations, and the Host Family from all liability, injury, damages or claims incurred after the termination of the program.
- 2.13 <u>Problem Notification and Resolution</u>. IFX provides ongoing support to all Players; however Players cannot be continually supervised or controlled by IFX. It is the responsibility of the Player to advise IFX of any significant problems, such as concerns about health, safety, adjustment problems with school, language or culture or issues involving the accommodation and/or flat mates. IFX shall make every effort to intervene and resolve these problems to help the Player successfully complete the Program. In their effort, IFX may, in its sole discretion, seek a new living arrangement. However, if the Player does not make a substantial good faith effort or if the Player violates any terms of this Agreement, IFX may, in its sole and absolute discretion, terminate the Player's participation in the Program and immediately repatriate the Player to the Home Country.



SECTION THREE

MISCELLANEOUS PROVISIONS

- 3.1 General Release and Hold Harmless Provisions. As a condition of Player's participation in the Program the Participant agrees to release and hold IFX harmless for injury, loss, delay, or any damage and expense incurred by the Player due to: (i) any incident beyond IFX's reasonable control, including, without limitation, force majeure, crimes of violence, acts of war, or government action and restrictions (ii) any events directly or indirectly caused by intentional or negligent acts or omissions by any third party, including but not limited to any member, guest, employee or agent of the Host Family or Host Club or any other person in the Host Country, (iii) risks associated with foreign travel and living abroad, including but not limited health care, sanitation, transportation, crime, justice, legal systems, customers, and values, (iv) any differences in the living conditions and stated between Player's home and home country and the host home and Host Country. I/(we) release, waive, discharge and covenant not to sue IFX, its officers, its affiliated clubs, regional sports organizations, their respective administrators, directors, agents, coaches, players, and others of the organization or volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners, and the lessees of the premises used to conduct the event, all of which are hereinafter referred to as the "releasees" from any and all liability to the undersigned, his or her heirs and net of kin for any and all claims, demands, losses or damages on account of injury or damage to property, causes or alleged or be caused in whole or in part by the negligence of the releasee or otherwise or for any denial of the Player's soccer registration in the host country for any reason, including but not limited to Art. 19 of the FIFA Regulations for the Status and Transfer of Players.
- 3.2 <u>Indemnification</u>. As a further condition of Player's participation in the Program, the Participants agree to indemnify and hold IFX harmless from any liability or expense, including court costs and attorneys fees, resulting from any injury, loss or any other damage or expense caused by the Player during his or her participation in the Program.
- 3.3 <u>Ratification</u>. In the event Player is under the age of majority at the time of execution of this Agreement, and the Player attains the age of majority within the jurisdiction while participating in the Program, the Player agrees that continued participation in the Program after he or she attains such age is deemed a ratification and adoption of all the terms and conditions of this Agreement.
- 3.4 <u>IFX Program Agreement Controls.</u> Where there are any differences or conflicts between this Agreement and any other program materials, this Agreement shall control. IFX cannot be legally bound or committed by any person other than a duly authorized representative. Parties are required to follow this Agreement and cannot vary from its terms.
 - 3.5 <u>Modification</u>. This Agreement shall not be modified except by a writing that is executed by all Parties hereto.
- 3.6 <u>Attorneys' Fees and Costs.</u> Should any type of litigation be commenced between the Parties or their representatives concerning any provision of, or the rights and duties of any person or entity under this Agreement, the Party or Parties prevailing in such litigation are entitled, in addition to such other relief as may be granted, to the attorney fees, expert witness fees, and costs incurred by reason of such litigation.
- 3.7 <u>Fair Construction</u>. The Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties. The Agreement is recognized as the result of arm's length negotiations between and among the Parties, and all Parties have contributed substantially and materially to the preparation of the Agreement.
 - 3.8 Time is of the Essence. Time is of the essence in each and every term, condition, obligation, and provision within



this Agreement.

- 3.9 <u>Severability of Provisions</u>. If any one or more of the covenants, provisions or terms of this Agreement shall be held invalid for any reason, then such covenants, provisions or terms shall be deemed severable from the remaining covenants, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other covenants, provisions and terms of this Agreement. Each Party to this Agreement represents and warrants to each other Party that such Party does not believe that any covenant, provision or term of this Agreement is invalid for any reason.
- 3.10 <u>Choice of Law.</u> This Agreement and any interpretation of, shall be construed under and in accordance with the laws of the State of California, and appropriate Venue for the adjudication of any dispute relating to this Agreement shall only be within San Diego County California.
- 3.11 Alternative Dispute Resolution. Any dispute or controversy arising from or in connection with this Agreement or in regard to the services rendered, shall first be sent to non binding Mediation, with a mediator that is selected by both Parties. If such dispute or controversy cannot be settled in said non-binding mediation, said dispute or controversy shall be thereafter sent, and finally settled by binding Arbitration, held in San Diego County, California, and conducted in accordance with the Rules of the Judicial Arbitration Service before one Arbitrator selected in accordance with those rules, except as to fee disputes which shall be governed by California mandatory arbitration rules pursuant to Business and Professional Code. All costs for any mediation and arbitration shall be shared between the Parties equally. As a result of these provisions, the Parties recognize that this Agreement constitutes the Parties waiver of any proceedings before the courts, including, without limitation, a jury trial.
- 3.12 <u>Prior Agreements Superseded.</u> This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter.
- 3.13 <u>Entire Agreement</u>. This contract is the entire agreement between the Parties and can only be modified in writing with Parties signatures. The contract binds and benefits Parties, their successors, and assigns.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, this Agreement	t has been executed by the undersigned on the dates below indicated
Dated:	(Player Signature) Print Player Name:
Dated:	(Mother/Guardian Signature) Print Mother/Guardian Name :
Dated:	(Father/Guardian Signature) Print Father/Guardian Name:
Dated:	(IFX Representative Signature) Print Name:
	Title: