



## DANUBIO F.C. SUMMER TRAINING PROGRAM

Montevideo, Uruguay  
July 31-August 15, 2005  
2005 Registration Form

### INSTRUCTIONS

Please return this Registration Form (completed fully & signed by Parent/Guardian & Player) along with your \$250 deposit today. You can either mail or fax this form. **Space is limited to 20 players.** To be assured of a spot, it is recommended that you register today! You will receive additional program information from The Fútbol Factory via email as soon as we receive this registration form.

### PARENT INFORMATION

Parent / Guardian Full Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City, State and Zip Code:

\_\_\_\_\_

Home Telephone / Cell:

\_\_\_\_\_

Email (**mandatory**): \_\_\_\_\_

Emergency Contact & Relationship:

\_\_\_\_\_

Emergency Contact Telephone:

\_\_\_\_\_

**PLAYER INFORMATION**

Full Name (as it appears on your current passport):

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

E-mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Position(s)—circle all that apply:

- 1. Striker
- 2. Mid-fielder
- 3. Defender
- 4. Goalkeeper

Soccer Years Played :<3 yrs .3-6 yrs .6-9 yrs .9 yrs+

Adult T-Shirt Size (circle one): Small, Medium, Large, X-Large

Please indicate any medical conditions: (i.e. Allergies, Asthma, Illnesses, Injuries, etc.)

**TUITION PAYMENTS**

Payment #1: \$250 non-refundable deposit due immediately by bank check or money order

Payment #2: Final payment of remaining balance due 30 days prior to departure payable by bank check or money order

**PLAYER RULES CONTRACT**

I, \_\_\_\_\_, (player’s full name) agree to follow all instructions and procedures as outlined on The Fútbol Factory “Policy” webpage in order to maintain a maximum level of safety and security. I understand that if I violate any of the camp rules (to be included in the pre-departure packet), The Fútbol Factory reserves the right to send me home early at my parent’s expense.

\_\_\_\_\_

Date: \_\_\_\_\_

**RECOGNITION AND ASSUMPTION OF RISK AGREEMENT & PHYSICIAN RELEASE**

I, the undersigned parent/legal guardian of \_\_\_\_\_, authorize said child's full participation in The Fútbol Factory's 2005 Danubio FC Summer Program ("The Fútbol Factory"), including related camp activities. It is my understanding that participation in the activities that make up The Fútbol Factory is not without some inherent risk of injury. As such, in consideration of my child's participation in The Fútbol Factory, I hereby release, waive, discharge, and covenant not to sue the camp program, servants, agents, or employees from any and all liability, claims, demands, action, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, whether caused by the negligence of the releases, or otherwise while participating in such activity, or while in, or upon the premises where the activity is being conducted.

I also give my permission for any emergency medical care or treatment by a physician, surgeon, hospital, or medical care facility that may be required, including transportation, and accept responsibility for the cost. I also understand that a medical insurance policy carried by The Fútbol Factory, if any, will provide only minimum coverage and that I should make sure my child is covered with family insurance in the event of a serious accident.

I also understand and agree that if my child violates any of the camp rules or regulations (included in the pre-departure packet) that he may be sent home early our own expense.

Print Player's Name: \_\_\_\_\_

Print Parent/Guardian Name: \_\_\_\_\_

Personal Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I, \_\_\_\_\_, (player's full name) agree to follow all instructions and procedures as outlined on The Fútbol Factory "Policy" webpage in order to maintain a maximum level of safety and security. I understand that if I violate any of the camp rules (to be included in the pre-departure packet), The Fútbol Factory reserves the right to send me home early at my parent's expense.

Player's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nationality & Passport # (Please include copy of player's passport picture and information page):

\_\_\_\_\_

Exp. Date: \_\_\_\_\_

Fax to: 1-718-797-4403

Mail to: 10 Columbia Place C-79, Brooklyn, NY 11201

## **The Fútbol Factory Policy**

The undersigned parent or legal guardian (the "Parent") of the minor participant (the "Participant") hereby agree to the terms and conditions set forth herein regarding Participant's application to and participation in any programs provided by The Fútbol Factory, LLC ("The Fútbol Factory"):

1. **Payment and Fees.** A deposit in US Dollars equal to ten percent (10%) of the cost of The Fútbol Factory Danubio Summer Program (the "Program") shall be paid to The Fútbol Factory upon the submission of this application by the Participant. A second payment equal to the remaining balance of the cost of the Program shall be made within thirty (30) days prior to the departure date of the Program. Please refer to the website at [www.thefutbolfactory.com](http://www.thefutbolfactory.com) for a complete description of what is included in the Program Fees. **Program fees do not include air transportation.**

2. **Agreement to Abide by The Fútbol Factory Policy.** Parent and Participant acknowledge that each has read and understand the Policies of The Fútbol Factory attached hereto as Exhibit A and incorporated herein by reference and will abide thereby. Failure to comply with the Policies of The Fútbol Factory may result in disciplinary action of Participant including, but not limited to dismissal from the Program at the sole and absolute discretion of The Fútbol Factory. If Participant is dismissed from the Program for failure to comply with the Policies of The Fútbol Factory, Parent and Participant agree that (a) the full cost of returning home is at Parent and Participant's sole expense, and (b) Participant will not receive a refund of any Program Fees as a result of the dismissal. Parent and Participant further agree that participation in the Program may be terminated if Participant is expelled, suspended or otherwise disciplined from Danubio F.C., or by civil authorities, or if The Fútbol Factory, in its sole and absolute discretion, determines that Participant's conduct is incompatible with the interests, safety or welfare of other participants in the Program.

Parent and Participant agree to indemnify The Fútbol Factory if The Fútbol Factory sustains any financial loss or liability as a result of the actions of Participant.

3. **Refund Policy.** Once The Fútbol Factory application is processed, a deposit is due to confirm Participant's place in the Program. This deposit is non-refundable. Once The Fútbol Factory finalizes a program, it makes financial commitments on Participant's behalf and is obliged to secure and pay its overseas partners for many aspects of the Program, including accommodation, fútbol/soccer training, transportation, excursions and any other service or component that is included in the Program. The Fútbol Factory reserves the right to withhold any refunds of the deposit paid by Participant at its sole discretion.

4. **Program Changes.** The Fútbol Factory reserves the right to make changes, cancellations or substitutions to the Program for reasons including, but not limited to, insufficient enrollment, emergency or changed conditions in a host country or other circumstances which may affect a program. If the Program is canceled 45 days or less from the Program departure date, a full refund will be issued less the registration fee. If Participant chooses to leave the Program as a result of any substantial changes to a Program, there will be no refund of Program Fees.

5. **Hold Harmless.** Parent and Participant hereby agree to indemnify and hold harmless The Fútbol Factory and/or Danubio F.C., their officers, directors, employees, shareholders, affiliates, agents and representatives, from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of or resulting from participation by Participant in The Fútbol Factory Program.

6. **Limitation of Liability.** IN NO EVENT SHALL THE FÚTBOL FACTORY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY OTHER THAN THE INTENTIONAL MISCONDUCT OR WILLFUL MALFEASANCE OF THE FÚTBOL FACTORY. IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY TO THE PARTICIPANT UNDER CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL

## AMOUNTS PAID BY THE PARENT AND PARTICIPANT TO THE FUTBOL FACTORY.

7. Insurance. The Fútbol Factory is not responsible for events out of its control during any of its programs which include, but are not limited to, instances of theft, burglary, assault, injury, loss of property, medical emergencies or other medical needs, acts of terrorism, Acts of God, or any other risks which arise as a result of traveling abroad. Accordingly, Parent agrees to procure on behalf of Participant, personal insurance necessary to cover all costs incurred by Participant in the Program. Parent agrees to provide The Fútbol Factory with evidence of said insurance 30 days prior to Participant's departure for the host country of the Program. If evidence of the necessary insurance is not provided accordingly, The Fútbol Factory reserves the right to deny Participant participation in the program. Parent and Participant acknowledge that it is his responsibility to understand the limitations of their insurance coverage and agree that The Fútbol Factory is in no way responsible for any losses not covered by the insurance policy.

8. Medical Situations. Parent and Participant further understand that medical insurance may not be provided for Participant by The Fútbol Factory as part of its Program Fees. Medical insurance for Participant while participating in the Program is the sole and absolute responsibility of the Parent and Participant. If Participant becomes sick or injured while participating in the Program, the Participant authorizes The Fútbol Factory to take such action as it considers necessary to secure appropriate treatment for Participant and/or transportation for Participant back to Participant's home. If The Fútbol Factory incurs any expense on behalf of Participant as a result of a medical emergency regarding Participant, Parent and/or Participant agree to immediately reimburse The Fútbol Factory for any such expense.

9. Travel Documentation. The procurement of any passport, visas or other required travel documents necessary to participate in the Program is the sole and absolute responsibility of Parent and Participant. Whether a U.S. citizen or not, Participant shall hold The Fútbol Factory harmless in the event participant cannot obtain the necessary documents for participation in The Fútbol Factory Program. Participant further understands that the inability to obtain these visas and other documents does not constitute grounds for a refund or waiving of any program fees.

10. Use of Information. The Fútbol Factory occasionally uses photographs of its Program Participants on its website and print marketing materials. Parent and Participant consent to use of such photographs. Participant agrees that The Fútbol Factory may add Participant's name and email address to an email distribution list which will be shared with other participants in a The Fútbol Factory Program, unless The Fútbol Factory is otherwise notified in writing.

### 11. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

(b) Governing Law. This Agreement shall be governed and construed in all respects by and in accordance with the laws of the State of New York. The parties hereto shall submit to the jurisdiction of the Courts in the City and State of New York.

(c) Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by telephone facsimile upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

(d) Costs of Prevailing Party. If either party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including attorneys' fees, from the other party within reason.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

The Fútbol Factory LLC  
10 Columbia Place C-79  
Brooklyn, NY 11201

By: \_\_\_\_\_  
Principal

Parent  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Participant  
Name: \_\_\_\_\_

Address: \_\_\_\_\_