## INTELLECTUAL PROPERTY WAIVER AND RELEASE

I grant full permission to Alpha Entertainment LLC ("XFL"), its teams, owners, and affiliates, and each of their respective owners, parents, subsidiaries, affiliates, directors, officers, governors, employees, sponsors, service providers, vendors, agencies, licensees, and agents (collectively, the "XFL Parties") to use, without further notification, authorization, or compensation to me or anyone on my behalf, my and/or my child's/ward's, if applicable, name, likeness, biographical information, and other personal characteristics, as well as any photographs, audio, videotapes, motion pictures, recordings, or other record, including in edited form (collectively, the "Released Materials") of me and/or my child/ward, if applicable, captured on the date listed below, in any and all media, whether now known or hereafter to become known or developed, worldwide and in perpetuity, and I represent and warrant that no further permission is required for the XFL Parties to exercise the rights granted herein.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, and physical or emotional injury or distress, arising directly or indirectly from the exercise of rights by the XFL Parties under this Intellectual Property Waiver and Release ("Release") or the production, exhibition, exploitation, advertising, promotion, or other use of the Released Materials. I shall not seek, or be entitled to, injunctive or other equitable relief by reason of any breach or threatened breach of this Release, or for any other reason pertaining hereto, nor shall I be entitled to seek to enjoin or restrain the exhibition, distribution, advertising, marketing, or other exploitation of the Released Material. This permission, and all the rights granted to XFL Parties, are irrevocable and not subject to rescission, revocation, or termination.

The XFL Parties are under no obligation to utilize the Released Materials. The XFL Parties (by assignment from the XFL) shall exclusively own the Released Materials and all now known and/or hereafter existing rights of every kind throughout the universe, in perpetuity and in all languages, pertaining to the Released Materials, and all elements therein, for all now known and/or hereafter existing uses, media, and forms, including, without limitation, all copyrights therein throughout the universe (it being agreed that the Released Materials shall be deemed a work made for hire for the XFL). In the event the Released Material is determined not to be a work made for hire for the XFL, I hereby irrevocably assign to the XFL throughout the universe and in perpetuity all right, title, and interest in and to the Released Material, including, without limitation, all copyrights in the Released Material throughout the universe (and all renewals and extensions thereof).

I hereby represent and warrant that I have full authority to execute this Release. If any portion of this Release is found to be unenforceable or invalid, that portion shall be severed and the remainder shall remain in full force and effect. I also represent that I am eighteen (18) years of age or older and, if applicable, am the parent or legal guardian of the minor whose name is printed below.

The XFL may assign the rights granted herein and/or extend the rights and permissions granted herein to third parties. This Release shall be governed by the laws of the State of Connecticut applicable to agreements made and wholly performed therein and sole jurisdiction and venue will be the courts within Stamford or Norwalk Connecticut. I shall not be entitled to any monies or other compensation in connection with the rights granted and/or waived hereunder.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND THE TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

BY:

Signature of Participant

Printed Name of Participant

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

## FOR COMPLETION BY PARENT OR GUARDIAN OF PARTICIPANT UNDER 18 YEARS OF AGE:

I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained herein binds us and said minor to all of the terms thereof. I represent and warrant that I have full right, power, and authority to execute this release on behalf of my child/ward.

BY:

Signature of Parent/Guardian

Printed Name of Parent/Guardian

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