



Embraer Football Tournament 2023
Amsterdam, Netherlands
3rd June 2023

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned, (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns) for and in consideration of the opportunity to participate in the Embraer Football Tournament in Amsterdam, Netherlands (herein the “Event”) scheduled to take place during the period of 2nd-3rd June 2023, organised by Embraer Netherlands B.V. (herein “Embraer”), hereby acknowledge, agree and represent that I understand and accept to participate in the Event. It is further warranted and acknowledged by the undersigned that the activities (herein the “Activities”) entail certain risks, including, but not restricted to risks of injury to the person or property or resulting in the death of the undersigned or third parties. The undersigned further acknowledges that he or she is aware of the inherent dangers and of the basic safety rules for all the Activities conducted during the Event.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN SUCH ACTIVITES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. The undersigned hereby releases, waives, discharges and covenants not to institute or prosecute any lawsuit against Embraer, its parent company, any of its subsidiaries, their agencies, departments, officers, employees, members or agents from all liability to the undersigned for any loss or damage, and any claim or demands, including any such claims that allege negligence, therefore on account of injury to the person or property or resulting in the death of the undersigned, while the undersigned is in, upon, about or during the Event.
2. The undersigned hereby agrees to indemnify and save and hold harmless Embraer, its parent company, any of its subsidiaries, or any of their agencies, departments, officers, employees, members or agents from any loss, liability, damage or cost that Embraer may incur due to the presence in the Event of the undersigned.
3. The undersigned certifies that he or she has adequate insurances to cover any injury or damage he or she may cause or suffer while participating in the Event or engaged in the Activities or else the undersigned agrees to bear the costs of such injury or damage. The undersigned further certifies that he or she is willing to assume the risk of any medical or physical condition the undersigned may have. The undersigned further agrees to waive any subrogation claim that the undersigned’s insurance company may have as a result of any injury the undersigned may sustain.

The undersigned further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no representations, statements or inducements apart from the foregoing written statement have been made.

IN WITNESS WHEREOF, I have executed this liability release and waiver.