



# PRO IFX 30 DAY APPLICATION

**HAVE YOU EVER DREAMED OF PLAYING WITH AN INTERNATIONAL CLUB? NOW IS YOUR CHANCE!**

## IFX ORGANIZATION

International Fútbol X-Change is an international organization providing total immersion soccer programs in a variety of overseas destinations. Our programs enable competitive youth and adult soccer players the opportunity to play and compete with highly competitive foreign clubs.

Our programs include the Pro IFX for professionals, amateurs, and collegiate players; the Youth Year IFX, a high-school study abroad program combined with competition within a European youth team; and the Youth Summer IFX, a short-term total immersion program providing youths the experience of playing with a European club.

## PRO IFX 30 DAY OVERVIEW

The Pro IFX 30 Day program gives players over the age of 18 the opportunity to experience football and life in another country. IFX places each player individually among one of our partner foreign club teams to train with for a period of 30 days.

The training period is an opportunity for players to showcase their talent with the host club. All of our partner clubs seriously consider IFX players as prospective players for their teams. The program has been the starting point for many players overseas playing campaigns.

Players are immersed in a foreign culture, possibly amidst a new language, with players from all corners of the globe. It is an unforgettable life experience, providing a new perspective on the different walks of life that all share a passion for the same beautiful game.

## DESTINATIONS

The Pro IFX 30 Day program is operated primarily in Nürnberg, Germany with seasonal opportunities also in Barcelona, Spain.



## TRAVEL, ACCOMMODATIONS & VISAS

Players are responsible for making their own flight arrangements for their training program. As an IFX player, certain air carriers offer special discounts. Please contact us for more info.

IFX arranges for the players' accommodations during their 30 day program, with housing in a youth hostel, pension, or private residence depending upon the destination. Players are responsible for obtaining a visa to travel to their destination country if required, and must qualify on their own merit.

## APPLICATIONS

If you are a competitive soccer player and have an interest in playing in a foreign soccer environment, then the International Fútbol X-Change is the perfect opportunity to broaden your horizons and bring you closer to achieving your playing goals. To apply, please fill out the application on the reverse side, and follow the necessary application procedure.

[www.ifxsoccer.com](http://www.ifxsoccer.com)



**PLAYER TRAINING**  
**AGREEMENT (30 DAY)**

This Thirty Day Player Training Agreement, hereinafter the (“Agreement”), is entered into by and between IFX Europe GmbH, 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. IFX, Parents, and Player may be individually 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 for thirty (30) days; and

1.3 Player would like to pay for and be in IFX’s thirty (30) day international soccer programs; and

1.4 Player understands that there are certain rules, regulations, and restrictions within IFX’s thirty (30) day 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:

2.1 **Services Provided.** Player hires IFX to: 1) Arrange for Player to be trained in soccer with an international soccer club. Such training shall commence in the city of \_\_\_\_\_, in the country of \_\_\_\_\_, however IFX expressly reserves, and Players expressly assumes the risk of such site being altered. Such alternations shall be made upon IFX’s sole discretion. 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.

2.2 **Rules and Regulations; Training.** Player shall be able to train within the normal training hours and parameters allowed by the specific international soccer club Player enters into. Player’s

training period shall last for 30 days beginning on the \_\_\_\_ of \_\_\_\_\_, 20\_\_, and ending on the \_\_\_\_ of \_\_\_\_\_ 20\_\_ . IFX and its club affiliates reserve the right to place Player to train for any length of the Player's training period with the international soccer club's reserve team. Player therefore expressly assumes the risk of training with the reserve team.

2.3 Fees and Expenses; Training. Player shall pay IFX \_\_\_\_\_ dollars for arranging the training with the international soccer club and thirty (30) day accommodations. Any additional expenses related to Player's training program, including but not limited to airfare, insurance, food, and transportation shall be the sole responsibility of Player.

2.4 Accommodations. Player's accommodations shall be arranged, and decided upon by IFX, at IFX's sole discretion. Player's accommodations may, but shall not necessarily include, a shared apartment, a host family, youth hostel, pension, or hotel. When placed in a shared apartment, Player may share rooms with other players as well as a kitchen and bathroom. An apartment may be shared with a resident who is not part of IFX. If placed in a youth hostel, rooms may be shared with other residents of the youth hostel as well as other IFX players. Player has been informed, expressly understands, and assumes the risk of accommodations being unclean, cramped, too small, or not to Player's current living standards. If Player directly or indirectly causes any damage to the premises in which IFX set up for Player, Player expressly agrees to indemnify and hold IFX harmless for any such damage to the Premises and any accompanying costs and fees related to such.

2.5 Payment. Player's full payment is due fourteen (14) days from the date of receipt of letter of acceptance issued by IFX to Player either by mail, fax, or email. No Player may participate in the training program before full payment has been received by IFX. Full payment to IFX is due no later than six (6) weeks prior to the beginning of the training period. IFX reserves the right to charge Player with a fifty dollar (\$50.00) late payment penalty in addition to any other penalty due within this Agreement. IFX is not responsible for any losses or damages incurred on behalf of Player, including but not limited to costs related to airline tickets, accommodations reservations, travel and health insurance, and loss of wages from time off work.

2.6 Fee Refundable. Player's Fee or payment shall only be considered refundable if:

2.6.1 IFX does not issue Player a written itinerary and fails to accept Player into the International Futbol X-Change program. The written acceptance and itinerary are acceptable under this clause by mail, fax, or email.

2.6.2 If Player becomes injured before program departure, all monies paid to IFX shall be used as credit towards a future training period. If Player cannot fully recover from an injury, then the credit can be used for another person of Player's choosing who has not already enrolled in the same IFX program.

2.7 Trip Insurance/Website. In the event that Player decides to withdraw from the program due to events such as but not limited to: illness, death of a friend or family member, visa denials, natural disaster or international affairs, Player shall be responsible, and has been made expressly aware of, investigating the possibility of obtaining independent trip insurance. IFX is not able to offer independent trip insurance or advice on where to obtain third party trip insurance. Player should investigate this information on its own prior to signing this Agreement. Parents and Player expressly allows IFX and its agents to use photographs or videos of Player royalty free for IFX promotional collateral and or website purposes.

2.8 Medical Insurance Player is required to provide proof of medical insurance coverage to IFX for coverage of any medical treatment during the training period duration. Insurance must cover for possible injuries resulting from participation in sport as well as for any accidents or illnesses that may occur otherwise. Player expressly acknowledges that IFX does not provide any medical insurance coverage for the Player during this program.

2.9 Health Care Treatment Player consents and authorizes 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. Player authorizes 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 Laws of the Land Player is subject to the authority and laws of their Host Country and must obey all national, state, and local laws. Player enjoys no special immunities from prosecution. Player agrees to hold IFX blameless for any or all consequences that may result from the Player breaking the law of the land.

2.11 International Club Host Team. Player understands that IFX shall not be responsible, and shall not be obligated to arrange for more than one club host team. IFX may, at its sole discretion, arrange for additional clubs to train Player. Player acknowledges the financial conditions and capacities of Host Clubs may vary greatly.

2.12 Warranties and Limitations. Player agrees and assumes all risk for any and all behavior that would be outside the IFX rules and regulations. If Player governs itself outside of IFX's rules and regulations, then such Player shall be solely responsible to IFX for any and all out of pocket damages arising from such behavior. This clause shall apply to the full extent of any claims or obligations to unaffiliated third parties arising out of actions or behavior by Player that can be considered by IFX to be outside of IFX rules and regulations. If Player is in violation of this provision, IFX shall not be liable for any expenses incurred on behalf of Player for any reason, including but not limited to, airfare, transportation, insurance, food, and lodging.

2.13 Training Period. The following rules shall apply to the period in which Player shall train, the “Training Period”.

2.13.1 Selection of Club. The selection of the international soccer club with which the Player shall train is at the sole discretion of IFX and is based upon the Player’s experience, level of play, and possible evaluation during an initial assessment period. At the sole discretion of IFX, Player may be placed for an initial assessment period with any international soccer club to determine their playing ability. If the international soccer club or IFX determines during the initial period that the Player is not at a level higher than the international soccer club where the assessment took place, then the player will train for the remaining training period with that particular club within their normal training activities or with a club at a similar level. IFX makes no guarantee that Player is placed during the Training Period with a club that remunerates its players.

2.13.2 Moving Clubs. Unless expressly authorized in writing by IFX, Player shall train with the international soccer club that is selected for Player during the entire training period duration. IFX may move Player to and from any clubs, at any time, at its sole discretion. If Player trains with another club during the training period without following the proper procedures set forth in this Agreement, Player shall immediately move back to its original club and Player shall pay IFX five hundred dollars (\$500) for changing clubs within the training period without express written permission of IFX.

2.13.3 Training Methodology. Player acknowledges that it understands training methodology may differ drastically from what Player has previously experienced. This includes but is not limited to: approach to fitness, tactics, intensity, etc. Player acknowledges that clubs typically train three days per week, but more or less trainings per week is possible and permissible under this training period agreement. Player acknowledges, agrees, and understands, that training conditions and facility conditions vary greatly between various clubs, and that IFX makes no guarantee as to the quality of these conditions. Player expressly assumes such risks.

2.13.4 Moving Clubs; Injury. If the Player becomes injured or in any way incapable of playing with the international soccer club for the remainder of the training period, and it is determined that the training period shall thus terminate prematurely, and is done so with the required written notice to IFX signed by the Player, Player may not play with another club until after the training period has expired, and Player shall pay IFX \$500 should they be in breach of this provision.

2.13.5 Confrontations. If Player and club have a confrontations with one another, and either party wishes to prematurely terminate the training period with due reason including verbal or physical abuse, sexual abuse, racism, sexism, sexual harassment, or any other sort of discrimination, or if Player becomes a disruption or extreme obstacle to club ability to reach its objectives, Player or

IFX may terminate their obligation to the other party prematurely with written documentation of the incident(s) submitted immediately to IFX by fax or email, and IFX shall notify club or Player of any allegations the other Party has made.

2.13.6 Dismissal; Disruption. If club finds Player to be in any way disruptive to Club's objectives, Club may request dismissal of Player in writing or verbally to IFX. IFX shall immediately review the club's request and provide correspondence with club regarding appropriate Player termination procedures.

2.13.7 Dismissal; Poor Play. During the training period, club may dismiss Player prematurely due to mismatch of playing levels. If Player is asked to leave club due to inadequate football ability with respect to Club, IFX shall provide an additional club to train player if there is time remaining in the training period until the end of the training period.

2.13.8 Good Faith Efforts. Player shall make good faith efforts to resolve any and all confrontations between third parties, including, club members, other players, and coaches.

2.13.9 Cancellation; Mutual Agreement. If IFX and Player mutually agree by written notice to prematurely terminate the training period for any reason, no fees or penalties shall ensue for any party, IFX, club, or Player, and Player may pursue other training opportunities pursuant to their agreement with IFX.

2.13.10 Program Extension. Should any club that the Player trained with during their Pro IFX 30 Day program offer the Player the opportunity to play as a fully registered/rostered member of their club for the current or upcoming season, the Player, if Player chooses to accept the club's offer to stay and play for their club, shall be obligated to enroll in the Pro IFX Year Program and subject to that program's policies and fees. In some cases the Pro IFX Year fees can be pro-rated in the case of partial program durations, but those fees will be dictated solely at the discretion of IFX. The Player acknowledges that their registration to play for any club enabling match competition may be restricted to the Federation's mandatory registration periods which normally occur from July 1 – August 31 and January 1 – January 31 each year. Registration outside of these registration periods is only possible under special conditions.

2.13.11 Liquidated Damages for Circumventing Should Player circumvent its enrollment in the Pro IFX program and proceed in registering and playing for any club that IFX arranged for the Player to train with during the IFX 30 Day program, then IFX shall not be required to provide any further services of any kind including but not limited to accommodations, training, etc., and Player shall also be required to pay to IFX a fee of *One Thousand Dollars (\$1,000.00) a month multiplied by the amount of months Player spends with the other club*, as damages for circumventing under this Agreement. This clause shall only apply to a Player's act of circumventing and other damages

described within this Agreement shall not be changed or altered by this clause. The Parties agree that fixing the amount of actual damages is normally impractical and extremely difficult and therefore the amount selected represents a reasonable endeavor by the Parties to estimate fair compensation for the entirety of the loss potentially sustained and is by no means a penalty on either Party.

### SECTION THREE

#### MISCELLANEOUS PROVISIONS

3.1 Attorneys' Fees and Costs. 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.

3.2 Fair Construction. 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.

3.3 Time is of the Essence. Time is of the essence in each and every term, condition, obligation, and provision within this Agreement.

3.4 Severability of Provisions. 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.

3.5 Choice of Law. This Agreement and any interpretation of, shall be construed under and in accordance with the laws of the State of Bavaria and appropriate Venue for the adjudication of any dispute relating to this Agreement shall only be within Nürnberg, Germany.

3.6 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 Nürnberg, Germany. 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.

3.7 Prior Agreements Superseded. 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.

3.9 Entire Agreement. This contract is the entire agreement between the Parties and can only be modified in writing with both Parties signatures. The contract binds and benefits both Parties, their successors, and assigns.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;**

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned on the dates below indicated.

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
(Player Signature)

Place: \_\_\_\_\_ Print Player Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
(Mother/Guardian Signature)

Place: \_\_\_\_\_ Print Mother/Guardian Name : \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
(Father/Guardian Signature)

Place: \_\_\_\_\_ Print Father/Guardian Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
(signature)

Place: \_\_\_\_\_ Print Name: \_\_\_\_\_

Company: IFX Europe GmbH

Title: \_\_\_\_\_

## **IFX Waiver**

The Pro IFX 30 Day program is a program of IFX Europe GmbH, (“IFX”).

In consideration of being allowed to participate in IFX’s above mentioned program, related events, and activities, the undersigned enrollees promise, convent, and agree as follows:

1. I, as a parent or a legal guardian, shall instruct the minor I supervise, prior to their participating, that he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she shall immediately advise his or her coach or supervisor of such condition(s) and refuse to participate.
2. I acknowledge, understand, and fully assume the risk that each participant will be engaging in activities that involve risk of serious injury or death and losses which might result not only from their own actions, inactions or negligence but the actions, inactions, or negligence of others, third parties, the rules of play, unknown condition of the premises, or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
3. I acknowledge, understand, and fully assume the risk of any and all damages or injuries that may result from the activities described in paragraph 2.
4. I release, waive, discharge and promise 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, the 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 “releasees” from any and all liability to the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages that result from the negligence of any of the “releasees”, foreseen or unforeseen, as well as any of the risks expressly assumed and understood in paragraph 2 above.
5. I agree hereby to permit IFX and their agents to undertake any necessary medical decision in the event of my injury or illness while participating in a IFX program or event.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned on the dates below indicated.

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
(Player Signature)

Place: \_\_\_\_\_ Print Player Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
(Mother/Guardian Signature)

Place: \_\_\_\_\_ Print Mother/Guardian Name : \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
(Father/Guardian Signature)

Place: \_\_\_\_\_ Print Father/Guardian Name: \_\_\_\_\_