

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND COVENANT NOT TO SUE ("WAIVER")

PLEASE READ THIS WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY SIGNING BELOW, YOU ACKNOWLEDGE, AGREE AND REPRESENT (ON BEHALF OF YOURSELF AND/OR YOUR MINOR CHILD AND ANY PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN) THAT YOU HAVE CAREFULLY READ, FULLY UNDERSTOOD AND AGREED TO ALL TERMS. IN CONSIDERATION OF BEING PERMITTED TO ENTER THE VENUE, EVENT OR OFFICE (AS APPLICABLE) (COLLECTIVELY, "FACILITY"), YOU AGREE TO THE FOLLOWING:

Name of Facility: _____ Name of Event (if applicable): _____

- 1. I understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization and that COVID-19 infections and deaths have been confirmed throughout the United States, including in the state where the Facility is located.
2. I understand the known and potential risks of COVID-19, including quarantine, serious illness, disability and death. I also understand, acknowledge and agree that (a) these risks cannot be fully eliminated and are increased by proximity to other people, (b) there is an inherent and elevated risk of exposure to COVID-19 in any public place or place where people are present, and (c) there is no guarantee, express or implied, that I will not be exposed to COVID-19. Despite these risks, I voluntarily agree to enter the Facility and assume all risks associated with COVID-19.
3. I will not enter the Facility if I answer "YES" to any of the following questions on behalf of myself and/or my minor child:
- IN THE PAST 14 DAYS, HAVE YOU BEEN DIAGNOSED WITH COVID-19?
- IN THE PAST 14 DAYS, HAVE YOU EXHIBITED SYMPTOMS OF COVID-19, INCLUDING ONE OR MORE OF THE FOLLOWING?
o FEVER OR CHILLS o FATIGUE o SORE THROAT
o COUGH o MUSCLE OR BODY ACHES o CONGESTION OR RUNNY NOSE
o SHORTNESS OF BREATH OR o HEADACHE o NAUSEA OR VOMITING
DIFFICULTY BREATHING o NEW LOSS OF TASTE OR SMELL o DIARRHEA
- IN THE PAST 14 DAYS, HAVE YOU BEEN IN CONTACT WITH SOMEONE WHO HAS BEEN CONFIRMED OR SUSPECTED OF HAVING COVID-19?
4. While at the Facility, I will follow the recommendations of the Centers for Disease Control and Prevention to reduce the spread of COVID-19, including the following:
- WEAR A CLOTH FACE COVERING: Wear a cloth face covering while working or in close proximity to other people.
- PRACTICE SOCIAL DISTANCING: Avoid large gatherings and maintain distance (at least 6 feet) from others when possible.
- FOLLOW HAND HYGIENE AND RESPIRATORY ETIQUETTE:
o Wash hands often with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol if soap and water are not available. Key times to clean hands include the following: before and after work shifts; before and after work breaks; after using the restroom; before eating or preparing food; and after putting on, touching or removing cloth face coverings.
o Cover the mouth and nose with a tissue when coughing and sneezing. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds.
5. If I develop symptoms of COVID-19 while at the Facility, I will immediately separate myself from other people and leave the Facility.
6. I release, waive, discharge and agree not to sue AEG Presents LLC, Anschutz Entertainment Group, Inc., the Facility owner, the Facility operator, any Facility sponsors and their respective parents, subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, volunteers, agents, representatives, successors and assigns (collectively, the "Releasees") for any known or unknown claims, losses, damages, liability, demands, actions, injury or death relating to COVID-19 or any other illness or injury that I (and/or my minor child) may sustain while in the Facility, regardless of whether caused by the negligence or other fault of Releasees or any third party (collectively, "Claims"). I also agree to indemnify, defend and hold harmless the Releasees from all Claims.

For California residents: I understand that this Waiver applies to Claims which I may not know or suspect to exist and I knowingly and voluntarily waive such rights, including those under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

- 7. This Waiver is the entire agreement between the parties, shall be legally binding to the fullest extent permitted by law and is intended to be as broad and inclusive as permitted by the laws of state of California. If any part of this Waiver is deemed to be unenforceable, the balance shall continue in full legal force and effect.
8. Dispute Resolution. I agree to engage in good faith efforts to mediate any dispute that might arise concerning this Waiver. Any agreement reached will be formalized by a written contractual agreement at that time. Should the dispute not be resolved by mediation, I agree that any and all Claims shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association ("AAA") then in effect. The cost of such action shall be shared equally by the parties. I agree that the arbitrability of any Claims will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the AAA are available on-line at www.adr.org.
9. Class Action Waiver. I agree that all Claims against the Releasees arising out of my attendance at the Facility must be pursued on an individual basis only. By signing this Waiver, I waive any right to commence, or be a party to, any class action, or any other sort of collective claims against the Releasees. Other rights that I would have if I went to court will not be available or will be more limited in arbitration, including the right to appeal. I understand and agree that by agreeing to resolve all disputes through individual arbitration, I AM WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator(s) may not consolidate the claims of multiple parties. Arbitrations shall be administered by AAA pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. I may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting www.adr.org. If AAA is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator the parties both agree upon in writing. The arbitration shall take place in Los Angeles, California. The arbitrator's decision shall be final and binding. I agree that this Arbitration Agreement extends to any other parties involved in any Claims. I may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. If a claim is brought seeking public injunctive relief and a court determines that the restrictions in this agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. If any other portion of this arbitration agreement provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this agreement. I UNDERSTND THAT I HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT I MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH HEREIN. If I do not wish to be bound by this agreement to arbitrate, I must notify AEG Presents in writing within sixty (60) days after the date I sign this Agreement by sending my request to notices@aegpresents.com. The request must include my full name, address and the statement "I reject the Arbitration Agreement contained in the Waiver, Release of Liability, Assumption of Risk and Covenant Not to Sue." If I exercise the right to reject arbitration, the other terms of this Waiver shall remain in full force and effect as if I had not rejected arbitration.

BY SIGNING BELOW, I ACKNOWLEDGE AND REPRESENT THAT I am at least 18 years old, fully competent and intend that I (and/or my personal representatives, heirs and next of kin) will be bound by its terms. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS WAIVER. I understand its terms, including that I am giving up substantial legal rights. I understand that this Waiver is a material inducement for admission to the Facility and that the Releasees are relying upon it. I also agree that no promises, statements or inducements contrary to anything contained in this Waiver have been made by any of the Releasees.

PARENT/GUARDIAN MUST COMPLETE (if applicable): I affirm that I am the parent or legal guardian of the above individual and I have the authority to give this authorization and consent to the above Waiver. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS WAIVER. I understand its terms, including that the minor and I are giving up substantial legal rights. I understand that this Waiver is a material inducement for admission to the Facility and that the Releasees are relying upon it. I also agree that no promises, statements or inducements contrary to anything contained in this Waiver have been made by any of the Releasees.

Participant Name _____
Participant Date of Birth _____
Participant Phone _____
Participant Signature _____

Parent / Legal Guardian Signature _____
Parent / Legal Guardian Name _____
Parent / Legal Guardian Phone Number _____

Email (Participant or Parent/Guardian): _____