

PARTICIPANT RELEASE/WAIVER -- READ BEFORE SIGNING --

In consideration of being allowed to participate in an on-ice activity at the Findlay Toyota Center,

I acknowledge, appreciate, and agree that:

- 1. The risk of injury from the activities involved in this activity is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my participation in any onice activity, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3. I acknowledge that there is an inherent risk of exposure to COVID-19 in any public place where people are present. By entering the Findlay Toyota Center, I AM KNOWINGLY AND FREELY ASSUMING THE RISKS related to exposure to COVID-19.
- 4. I willingly agree to comply with the stated and customary terms and conditions for participation in an on-ice activity as well as all laws, regulations, ordinances, and Findlay Toyota Center rules including, without limitation, those implemented by Findlay Toyota Center to reduce the risk of transmission of COVID-19. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately.
- 5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS: Global Spectrum, L.P., d/b/a Spectra Venue Management, Entertainment Center Community Facilities District, Findlay Toyota Center, Four Seasons Investment Company, L.L.C. and the Town of Prescott Valley, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, including any and all COVID-19 related claims asserted or alleged against Releasees, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 6. I, hereby grant permission to Findlay Toyota Center representatives, to take and use photographs and/or digital images of me for use in news releases and/or promotional materials. These materials might include printed or electronic publications, web sites, or other electronic communications. I further agree that my name and identity may be revealed in descriptive text or commentary in connection with the image(s). I authorize the use of these images without compensation to me. All negatives, prints, digital reproductions shall be the property of the Findlay Toyota Center representatives.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

By acknowledging this Release/Waiver, I am certifying that I am at least eighteen (18) years of age OR

I am certifying that I am a parent/guardian with legal responsibility for this participant, consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

