

ADULT AND/OR MINOR

ACKNOWLEDGEMENT, RELEASE, DISCHARGE AND INDEMNITY AGREEMENT

THIS ACKNOWLEDGEMENT, RELEASE, DISCHARGE AND INDEMNITY AGREEMENT, dated as of the date set forth on the signature page (“Agreement”), by the adult undersigned, an individual residing at the address set forth on the signature page (the “Adult Participant”), individually and, if applicable, on behalf of the minor noted below, an individual residing at the address set forth on the signature page (the “Minor Participant”), in favor of Pittsburgh Penguins LP (“PPLP”), a Pennsylvania limited partnership and owner of the National Hockey League franchise known as the “Pittsburgh Penguins” (the “Penguins”), and Pittsburgh Arena Operating LP (“PAOLP” and, collectively with Lemieux Group LP (“LG”) and PPLP, the “Penguins Entities”), a Pennsylvania limited partnership and operator of the facility known as the PPG Paints Arena (the “Arena”).

WHEREAS, the Adult Participant and/or the Minor Participant desire to participate in an ice skating event or activity as described below (the “Event”) on or around the premises of the Arena (the “Premises”), including but not limited to those areas of the Arena that are not open to the general public (the “Restricted Areas”);

WHEREAS, the Adult Participant acknowledges (individually and, if applicable, on behalf of the Minor Participant) that the Adult Participant and/or the Minor Participant are not obligated to participate in the Event and that the Adult Participant and/or the Minor Participant have requested to engage in activities related to the Event solely because of their enjoyment of, enthusiasm for, and interest in the Event;

WHEREAS, the Adult Participant acknowledges (individually and, if applicable, on behalf of the Minor Participant) that the Adult Participant and/or the Minor Participant did not receive any promise or expectation of remuneration from the Penguins Entities or otherwise to participate in the Event;

WHEREAS, the Adult Participant recognizes (individually and, if applicable, on behalf of the Minor Participant) the dangers of, and assumes all risks of injury associated with, participating in the Event on the Premises (including the Restricted Areas of the Arena); and

WHEREAS, the Penguins Entities are willing to allow the Adult Participant and/or the Minor Participant to participate in the Event on the Premises (including the Restricted Areas), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of being permitted to participate in the Event on the Premises (including the Restricted Areas), and intending to be legally bound, the Adult Participant (individually and, if applicable, on behalf of the Minor Participant), for him or herself or themselves and his or her or their heirs and assigns, hereby acknowledges, covenants, and agrees as follows:

1. The Adult Participant acknowledges that the Adult Participant and/or the Minor Participant, to the best of his or her or their knowledge, do not have COVID-19 or any of the following conditions: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, body or muscle aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

2. The Adult Participant acknowledges and agrees that the Adult Participant and/or the Minor Participant are not employees of the Penguins Entities, OVG360 Pittsburgh Facility, LLC (“OVG”), Global Spectrum L.P. (“Global”) or the Sports and Exhibition Authority of Allegheny County and the City of Pittsburgh (“SEA”). The Adult Participant further acknowledges and agrees (individually and, if applicable, on behalf of the Minor Participant) that the Adult Participant and/or the Minor Participant has received all necessary instructions and rules (the “Event Rules”) related to his or her participation in the Event on the Premises (including Restricted Areas), and that he or she will abide by the Event Rules.

3. The Adult Participant acknowledges and agrees that the Adult Participant and/or the Minor Participant has received all of the necessary instructions and rules (the “Event Rules”) related to his or her participation in the Event on the Premises and that he or she or they will abide by the Event Rules.

4. The Adult Participant represents and warrants that the Adult Participant is the parent or legal guardian of the Minor Participant and that the Adult Participant is authorized to and does enter into this Agreement on behalf of any and all parents and legal guardians of any such child.

5. The Adult Participant acknowledges and agrees (individually and, if applicable, on behalf of the Minor Participant) that participating in the activities related to the Event and entering the Restricted Areas can be dangerous and may result in serious bodily injury. The Adult Participant assumes (individually and, if applicable, on behalf of the Minor Participant) the risk of all injuries to the Adult Participant and/or the Minor Participant that may result from participating in the activities related to the Event on the Premises (including the Restricted Areas). The Adult Participant agrees (individually and, if applicable, on behalf of the Minor Participant) that his or her or their participation in the Event on the Premises (including the Restricted Areas), shall be deemed as an acknowledgement that the Restricted Areas are safe and suitable for his or her or their participation in the Event.

6. The Adult Participant hereby agrees (individually and, if applicable, on behalf of the Minor Participant) that he

or she (or, if applicable, the Minor Participant) will conduct themselves in a safe and prudent matter, and will exercise extreme caution, when participating in the Event on the Premises (including the Restricted Areas).

7. The Adult Participant hereby waives, releases, discharges and covenants not to sue (individually and, if applicable, on behalf of the Minor Participant) LG, Team Lemieux LLC, PPLP, Pittsburgh Penguins LLC, PAOLP, Pittsburgh Arena Operating LLC, Pittsburgh Community Rink Operating LP, Pittsburgh Community Rink Operating GPLLC, WBS Hockey LP, WBS Hockey LLC, OVG, Global, and/or SEA, together with the partners, members, shareholders, officers, directors, employees, agents and sponsors of any of them (all of the foregoing collectively, the "Releasees"), from any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including attorney's fees) suffered by the Adult Participant and/or the Minor Participant as a result of, or in any manner related to, directly or indirectly, his or her or their participation in the Event on the Premises (including the Restricted Areas).

8. The Adult Participant hereby agrees (individually and, if applicable, on behalf of the Minor Participant) to indemnify and hold each of the Releasees harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including attorney's fees) suffered by a Releasee as a result of, or in any manner related to, directly or indirectly, his or her or their participation in the Event on the Premises (including the Restricted Areas).

9. The Adult Participant hereby authorizes (individually and, if applicable, on behalf of the Minor Participant) any of the Penguins Entities to use in any manner his or her or their likeness while participating in the Event on the Premises (including the Restricted Areas). The Adult Participant hereby disclaims (individually and, if applicable, on behalf of the Minor Participant) any right to privacy related to the use of such likeness. The Adult Participant also hereby waives (individually and, if applicable, on behalf of the Minor Participant) any and all claims, counterclaims, rights, demands, actions and causes of action, foreseen and unforeseen, actual or potential arising out of, or in any way related to, use by any of the Penguins Entities of such likeness. The foregoing references to his or her or their likeness include any and all forms or reproductions of his or her or their image, voice or name, including, but not limited to video, audio or photo, whether recorded or live, printed or broadcast, moving or still.

10. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

THE ADULT PARTICIPANT HAS READ AND FULLY UNDERSTANDS THIS ACKNOWLEDGEMENT, RELEASE, DISCHARGE AND INDEMNITY AGREEMENT. THE ADULT PARTICIPANT ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ENCOURAGE HIM OR HER TO ENTER INTO THIS AGREEMENT AND THAT HE OR SHE IS DOING SO VOLUNTARILY.

IN WITNESS WHEREOF, the Adult Participant has duly executed and delivered (individually and, if applicable, on behalf of the Minor Participant) this Acknowledgement, Release, Discharge and Indemnity Agreement as of the date written below, to be in full force and effect on that date and all dates thereafter.

Event: _____

Date: _____

Adult Name:

Minor Name:

(Signature)

(Print)

(Print)

Address:

Address: _____

